

**BUSINESS CONTACT INFORMATION**

Company name:			
Phone:	Fax:	E-mail:	
Registered company address:			
City:	State:	ZIP Code:	
Date business commenced:			
Sole proprietorship:	Partnership:	Corporation:	Other:
Owner(s) Name:			
Employer ID #:	Tax Exempt #:	A/P Contact:	

**BUSINESS AND CREDIT INFORMATION**

Bank name:			
Bank address:	Phone:	Fax:	
City:	State:	ZIP Code:	
Contact:	Account number:		

**BUSINESS/TRADE REFERENCES**  
 (FAX NUMBERS ARE REQUIRED FOR PROCESSING)

Company name:	Contact:	Account Number:	
Address:			
City:	State:	ZIP Code:	
Phone:	Fax:	E-mail:	
Company name:	Contact:	Account Number:	
Address:			
City:	State:	ZIP Code:	
Phone:	Fax:	E-mail:	
Company name:	Contact:	Account Number:	
Address:			
City:	State:	ZIP Code:	
Phone:	Fax:	E-mail:	

**AGREEMENT**

Unless prior arrangements are made in writing between the undersigned and John F. Scanlan, Inc. the following standard credit terms will apply to all charge transactions:

1. All invoices are due within 30 days of invoice date. A 2% discount is offered on all current invoices paid within 15 days of invoice date.
2. Any account that ages 75 days past invoice date will be put on credit hold until the past due amount is paid.
3. Standard credit terms and conditions are subject to change at the exclusive discretion of John F. Scanlan.
4. All customer accounts are subject to review. Credit lines may be revised or cancelled at the sole discretion of John F. Scanlan.
5. Otherwise the absence of said written dispute constitutes a complete and final waiver thereof by both the customer and guarantor(s).
6. Signature of this document guarantees personal payment by the undersigned Authorized Representative in the event the company defaults.

**SIGNATURES**

Name (Print)	Title:
Signature:	Date:

The following standard credit terms will apply to all charge transactions between the undersigned customer (“Customer”) and John F. Scanlan, Inc. (“John F. Scanlan”):

1. Any account that ages 75 days past invoice date will be put on credit hold until the past due amount is paid. All credit accounts are subject to review. Credit lines may be revised or cancelled at the sole discretion of John F. Scanlan.
2. All credit transactions between Customer and John F. Scanlan are subject to John F. Scanlan’s then-current General Terms and Conditions of Sale, which are attached and available at: <https://www.johnfscanlan.com/Files/JFSCreditApplication.pdf>. John F. Scanlan, Inc.’s General Terms and Conditions of Sale are subject to change at the exclusive discretion of John F. Scanlan.
3. All invoices for credit transactions are due within 30 days of invoice date. A two percent (2%) discount is offered on all current invoices paid within 15 days of invoice date. A service charge of one and a half percent (1.5 %) per month will be applied on any invoice for which payment is past-due.
4. Signature of this document guarantees personal payment by the undersigned Authorized Representative on all credit transactions between Customer and John F. Scanlan in the event Customer defaults.

## John F. Scanlan, Inc.

1238-1246 Belmont Avenue, Philadelphia, PA 19104

Phone (215) 879-4700 Fax (215) 879-4714

[hdocuments@hbproducts.com](mailto:hdocuments@hbproducts.com)

### John F. Scanlan Account Set Up Sheet

Customer name: \_\_\_\_\_

Customer wishes to receive invoices by the following method: (Please Check Box)

Email \_\_\_\_\_

Regular Mail Billing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP Code: \_\_\_\_\_

TaxExempt: (IF Yes, a copy of certificate(s) must be provided with application. YES NO

Purchases Order # Required: (Please Circle) YES NO

### John F. Scanlan Use Only

Account Type Approved: CREDIT COD CASH ONLY

Credit limit Approved \$ \_\_\_\_\_

Account # Assigned \_\_\_\_\_

# John F. Scanlan, Inc. General Terms & Conditions of Sale

The following terms and conditions ("Agreement") apply to all sales by John F. Scanlan, Inc. ("John F. Scanlan") to the customer ("Customer"). In the event of any conflict or inconsistency between this Agreement and any credit application, proposal, invoice or other document in connection with this transaction, the provisions of this Agreement shall govern but only to the extent of any such conflict or inconsistency.

- 1. Pricing Policy:** Pricing is valid for 30 days after date of price quotation. As market conditions and fluctuations in material costs warrant, prices may be increased depending on date of release and/or shipment.
- 2. Shipping Terms:** All shipments will be made FOB factory or applicable shipping point. Shipments may be made in one or more lots. Shipping dates are estimates. **John F. Scanlan's responsibility for all shipments ceases upon delivery of materials in good order to the carrier.** All materials are shipped at Customer's risk. Any claims for damage or shortage must be filed by Customer against carrier. Claims for factory shortages will not be considered unless made in writing to John F. Scanlan within 5 days of receipt of materials. Claims must be accompanied by bill of lading and factory order numbers, noting damage or shortage on same. Under no circumstance will John F. Scanlan be liable for any loss, damage, or other inconvenience of any kind whatsoever, monetary or otherwise, resulting from the lack of performance of a third-party shipper or common carrier, including but not limited to damage or loss resulting from loading or unloading the materials from the truck at the jobsite or destination or damage during delivery. All common carriers are agents of Customer.
- 3. Taxes: Pricing does not include any sales tax.** Applicable sales taxes will be added to sales price unless otherwise noted by John F. Scanlan. **Payment of applicable taxes is the responsibility of Customer** unless appropriate certificate of exemption is furnished.
- 4. Returns:** Materials may not be returned without the express consent of an authorized John F. Scanlan official. If return is approved Customer will be responsible for applicable handling and transportation charges.
- 5. Cancellations: Accepted orders are not subject to cancellation.** Customer will be responsible for any and all expenses resulting from unauthorized cancellation, subject to the payment terms herein.
- 6. Limited Warranty:** John F. Scanlan does not warrant any materials manufactured by others, for which Customer is entitled to the warranty provided by the applicable manufacturer(s).

In the event Materials are not shipped in good working condition or are otherwise non-conforming to the Agreement in quantity or description, upon receipt of written notice provided within five (5) days of receipt of the Materials, John F. Scanlan shall repair, replace or furnish, as appropriate and in John F. Scanlan's sole discretion, any non-conforming Materials within a reasonable time after notice. Under no circumstances shall John F. Scanlan's liability to Customer exceed the lesser of the cost of correcting defects or the original purchase price of the materials. John F. Scanlan will not repair or replace any materials which have been opened, disassembled, repaired or altered by anyone other than an authorized John F. Scanlan employee or service representative or which have been subjected to misuse, misapplication or abuse. John F. Scanlan is not obligated to pay any labor or service costs for removing or replacing parts, or any shipping charges. John F. Scanlan is not responsible for replacing refrigerants, fluids, oils, and expendable items such as filters. **Under no circumstances is John F. Scanlan liable to repair or replace any Materials for which it has not received payment in full.**

**THIS LIMITED WARRANTY CONSTITUTE'S CUSTOMER'S SOLE REMEDY. JOHN F. SCANLAN MAKES NO EXPRESS OR IMPLIED WARRANTY OF ANY KIND WHATSOEVER WITH RESPECT TO MATERIALS, INCLUDING BUT NOT LIMITED TO THE MERCHANTABILITY OF MATERIALS OR THEIR FITNESS FOR ANY PARTICULAR PURPOSE; THE CAPACITY OF THE MATERIALS; OR COMPLIANCE OF THE MATERIALS WITH THE REQUIREMENTS OF ANY LAW, RULE, SPECIFICATION OR CONTRACT PERTAINING THERETO.**

No person (including any agent, salesperson, dealer or distributor) has the authority to expand John F. Scanlan's obligation to Customer, or to state that the performance of the product is other than published by John F. Scanlan and/or specific manufacturer.

**7. Damages:** Notwithstanding any other provision of the Agreement to the contrary, (a) John F. Scanlan's aggregate responsibility and liability, whether arising out of contract or tort, including negligence and strict liability, under this Agreement, including, but not limited to, all claims for breach, failure of performance or delay in performance by John F. Scanlan or performance or non-performance of the Materials shall not exceed the contract price for the Materials, and (b) in no event shall John F. Scanlan be liable in contract or in tort, including negligence and strict liability, for any special, punitive, indirect, incidental or consequential damages of any kind or character, including, but not limited to, loss of use of facilities or equipment, loss of revenues or profits or loss under purchases or contracts made in reliance on the performance or non-performance of the Materials provided hereunder, whether suffered by Customer or any third party, including for any loss or damage arising out of the sole or contributory negligence of the Customer, its employees or agents or any third party.

**8. Invoices and Payment:** All invoices are due within 30 days of invoice date. Payment may be made by check, cash, EFT, or all major credit cards. A two percent (2%) discount will be applied to invoices if payment is received within 15 days of invoice date, except if payment is made by credit card. Credit card payments will not be accepted for invoices which are more than fifteen (15) days past due.

**9. Delinquent Accounts:** A service charge of one and a half percent (1.5 %) per month (or fraction thereof) will be applied on any invoice for which payment is past-due. In the event John F. Scanlan takes legal action to collect past-due payments, Customer shall be liable for all court costs and reasonable attorneys' fees John F. Scanlan incurs. Any changes to these terms of payment are subject to written approval from John F. Scanlan's credit department.

**10. Governing Law, Jurisdiction, and Venue:** Customer expressly agrees that this Agreement is governed by the laws of the state of Maryland and that all claims arising in connection with John F. Scanlan's provision of materials and/or services to Customer are governed by the laws of the state of Maryland, without regard to conflict of laws principles. **CUSTOMER HEREBY KNOWINGLY, WILLINGLY, AND VOLUNTARILY WAIVES ANY RIGHT TO TRIAL BY JURY IN AN ACTION PERTAINING TO ANY SUCH CLAIM.** Customer agrees that venue and jurisdiction over an action pertaining to any such claim is exclusive with the State and Federal Courts of Maryland, and Customer expressly consents to the personal jurisdiction of Maryland with respect to any such claim.

**11. Terms of Sale:** All sales of materials and related services are conditioned upon, and subject exclusively to, the foregoing terms and conditions of sale of John F. Scanlan. Any conflicting terms found on Customer's purchase order or other documents, regardless of when presented to John F. Scanlan, are hereby expressly rejected.