

# Specified Controls – Confidential Credit Application

Phone: 888.359.0365

Email: info@specifiedcontrols.com

## COMPANY INFORMATION

Legal Company Name: _____	Year Established: _____
Website: _____	
Owner/Officer: _____	Title: _____
Email Address: _____	
Purchasing Contact: _____	PO Required? YES / NO
Email Address: _____	
Accounts Payable Contact: _____	Tax Exempt? YES / NO
Email Address: _____	Federal ID (EIN): _____

**IF TAX EXEMPT, PLEASE PROVIDE A COPY OF YOUR EXEMPTION CERTIFICATE**

## SHIPPING / BILLING INFORMATION

Shipping Address: _____			
City: _____	State: _____	Zip: _____	
Telephone: _____	Fax: _____		
Billing Address: _____			
City: _____	State: _____	Zip: _____	
Telephone: _____	Fax: _____		

## CREDIT REFERENCES

Company Name: _____			
Address: _____			
City: _____	State: _____	Zip: _____	
Telephone: _____	Fax: _____		
Company Name: _____			
Address: _____			
City: _____	State: _____	Zip: _____	
Telephone: _____	Fax: _____		

## BANKING INFORMATION

Bank Name: _____			
Address: _____			
City: _____	State: _____	Zip: _____	
Telephone: _____	Fax: _____		
Account Number: _____	Bank Contact: _____		

## TERMS & CONDITIONS\*

In consideration of Specified Controls extending credit to \_\_\_\_\_, (hereinafter referred to as "the company"), the company hereby guarantees the sum owed, as invoiced by Specified Controls including all collection agencies' fees, reasonable attorney's fees, court costs and/or other costs incurred which may become due by the company. The company understands this guaranty is a continuing and irrevocable guaranty and indemnity for such indebtedness of the company. This agreement shall be governed by and construed under the laws of the State of Indiana and the parties irrevocably consent to the exclusive jurisdiction and venue of the courts in such State. By signing this credit application, you acknowledge your responsibilities under pages 2 and 3 of Terms of Sale and Collection Policy.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

\*See pages 2 and 3 for Terms of Sale and Collection Policy

# TERMS OF SALE

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- Payment Terms:** Net 30 Days  
A service charge of 2% per month (24% annually) will be charged on all past due invoices. Purchaser shall assume responsibility for all collection agencies fees, reasonable attorney's fees, court costs and/or other costs incurred by seller to collect amount due. See the attached Specified Controls **Collection Policy**, which is a part of these terms, for more information.
- Minimum Order:** \$50.00 (U.S. Dollars)
- Freight Terms:** Customer pay freight
- Returns:** Contact our office at 888-359-0365 for authorization.  
We reserve the right to deny credit or charge a restocking fee. Special orders cannot be returned.  
Purchaser is responsible for ensuring that credit memos are applied to outstanding or future purchases within six months from date of issue.
- Hours of Operation:** Monday through Friday, 7:00am to 5:00pm EST.  
Fax orders accepted 24 hours per day (317-489-5204).  
Voicemail messaging is available after normal business hours.

**All prices are subject to change without notice.**  
**Terms of Sale may be modified anytime without notice.**  
**Terms of Sale at the time of purchase shall apply.**

## Limited Warranty

Products manufactured by SPECIFIED CONTROLS are expressly warranted for one (1) or five (5) years, depending on product, from date of installation to be free from defects in materials and workmanship. SPECIFIED CONTROLS exclusive obligation under this warranty shall be to supply, without charge, a replacement for any product that is found to be defective within the one (1) or five (5) year period. THIS WARRANTY SHALL NOT OBLIGATE SPECIFIED CONTROLS FOR ANY LABOR COSTS. Repair or replacement of the defective product as provided under this warranty is the exclusive remedy of the purchaser SPECIFIED CONTROLS shall not be liable for any incidental or consequential damages for breach of any express or implied warranty on our products, or under any other theory of liability. Except to the extent prohibited by applicable law, any implied warranty of merchantability or fitness for a particular purpose on our products is limited to the duration of this warranty. Some states do not allow the exclusion or limitation of incidental or consequential damages, or allow limitations on how long an implied warranty lasts, so the above limitations or exclusions may not apply. This warranty gives specific legal rights, and there also may be other rights that vary from state to state. Products that SPECIFIED CONTROLS distributes for other companies shall be warranted solely by that company. SPECIFIED CONTROLS assumes no responsibility for products of other companies. This agreement shall be governed by and construed under the laws of the State of Indiana and the parties irrevocably consent to the exclusive jurisdiction and venue of the courts in such State.

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### ***We Carry a Large Inventory of:***

- Zone Control Products
- Commercial Controls
- Thermostats & IAQ Products
- Duct-Mounted Smoke Detectors
- Wireless Solutions
- Relays, Time Clocks & Other Unique Controls

### ***We Provide:***

- Contractor-Friendly Products
- Competitive Pricing
- Strong Technical Support
- Same Day Shipping
- Five-Year (5) Warranty on Most Products

# COLLECTION POLICY

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### **SPECIFIED CONTROLS Payment Terms are NET 30 DAYS**

#### SHOULD YOUR ACCOUNT BECOME PAST DUE:

ALTHOUGH WE DO NOT FORESEE ANY REMITTANCE ISSUES FROM YOUR COMPANY; SPECIFIED CONTROLS RESERVES THE RIGHT TO APPLY 2% FINANCE CHARGES PER MONTH (24% ANNUALLY) TO PAST DUE INVOICES.

FOR YOUR CONVENIENCE, 40 DAYS AFTER THE DATE OF YOUR INVOICE, SPECIFIED CONTROLS WILL SEND A STATEMENT SHOWING YOUR PAST DUE BALANCE.

IF PAYMENT HAS NOT BEEN REMITTED, 55 DAYS AFTER THE DATE OF YOUR INVOICE SPECIFIED CONTROLS WILL MAKE A COURTESY PHONE CALL TO INQUIRE ABOUT PAYMENT STATUS. IF A COMMITMENT FOR PAYMENT IS MADE DURING THIS PHONE CALL, YOUR CUSTOMER ACCOUNT WILL REMAIN OPEN. IF A COMMITMENT IS NOT MADE OR MET, YOUR ACCOUNT WILL BE PUT ON CREDIT HOLD AND NO FURTHER ORDERS WILL BE FILLED UNTIL PAYMENT IS RECEIVED BY JACKSON SYSTEMS, LLC.

AT 70 DAYS FROM THE DATE OF YOUR INVOICE, SPECIFIED CONTROLS WILL SEND A DEMAND LETTER TO YOU STATING THAT PAYMENT MUST BE RECEIVED WITHIN 10 DAYS OR YOUR ACCOUNT WILL BE TURNED OVER TO OUR COLLECTION AGENCY OR COLLECTION ATTORNEY.

THE COLLECTION EFFORTS OF SPECIFIED CONTROLS ARE MEANT TO BE INFORMATIVE AND ANY FAILURE OR DELAY TO MAKE SUCH EFFORTS SHALL NOT BE DEEMED TO BE A BREACH OF ANY OBLIGATION OF SPECIFIED CONTROLS.

#### SHOULD YOUR ACCOUNT BE TURNED OVER TO OUR COLLECTION AGENCY OR ATTORNEY:

85 DAYS FROM THE DATE OF YOUR INVOICE, YOUR ACCOUNT BALANCE WILL BE TURNED OVER TO OUR COLLECTION AGENCY OR OUR COLLECTION ATTORNEY. IF NOT PREVIOUSLY ADDED, FINANCE CHARGES OF 2% PER MONTH (24% ANNUALLY) AND COLLECTION FEES (50% OF YOUR PAST DUE BALANCE) WILL BE ADDED TO YOUR ACCOUNT, AND INCLUDED IN THE AMOUNT TURNED OVER FOR COLLECTION. ONCE YOUR ACCOUNT IS SENT TO COLLECTIONS, ALL FURTHER CORRESPONDENCE MUST THEN TAKE PLACE BETWEEN YOUR COMPANY AND THE COLLECTION AGENCY, OR AS SPECIFIED IN YOUR COLLECTION LETTER FROM OUR ATTORNEY.

IT IS IMPORTANT TO US THAT ALL OUR CUSTOMERS UNDERSTAND OUR PAYMENT TERMS AND COLLECTION POLICY. IF YOU HAVE ANY QUESTIONS OR CONCERNS, PLEASE CONTACT US WITHOUT DELAY. WE TRULY APPRECIATE YOUR BUSINESS AND LOOK FORWARD TO SERVING YOU FOR MANY YEARS TO COME.

THANK YOU,

THE SPECIFIED CONTROLS TEAM