



# Commercial Account Application

2667 E. 8 Mile Rd, Warren, MI 48091  
 Phone: (586) 693-3435 • www.ExcelEle.com

**A COPY OF YOUR DRIVER'S LICENSE/STATE ID IS REQUIRED  
 ALONG WITH THIS APPLICATION.**

## Company Information

Name of Business:		Tax ID:	
Address:		DUNS #:	
City:	State:	Zip:	In Business Since:
Business Phone #:	Fax #:	Type of Business:	
E-Mail Address:			
Legal Form Under Which Business Operates:			
<input type="checkbox"/> LLC <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietership			
<input type="checkbox"/> All our purchases are taxable, please add tax to all our orders			
<input type="checkbox"/> We are EXEMPT from MI Sales Tax because we are a reseller and have included the attached MI 3374 Form.			

## Contact Information

<b>Accounts Payable Contact</b>			
First Name:	Middle Initial:	Last Name:	Title:
Phone #		E-Mail:	
<b>Contact #2</b> First Name:	Middle Initial:	Last Name:	Title:
Phone #		E-Mail:	
Contractor License #		Contractor License Recorded At:	
<b>Contact #3</b> First Name:	Middle Initial:	Last Name:	Title:
Phone #		E-Mail:	
Contractor License #		Contractor License Recorded At:	

## Account Details

Type of Account:	<input type="checkbox"/> Cash (COD) <input type="checkbox"/> Credit              (Must complete back side/2nd page)	
Terms	<input type="checkbox"/> Net 30 Standard <input type="checkbox"/> Other with Manager Approval _____ Days	
Desired Credit Limit:	\$ _____	



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# Credit Account Request

**A COPY OF YOUR DRIVER'S LICENSE/STATE ID IS REQUIRED ALONG WITH THIS CREDIT REQUEST.**

Please complete the information below if you are requesting a Credit Account with Terms.

## Bank References

Institution Name	Account #
Address	
Contact Name	Phone #

## Trade References

1 Company Name	Contact Name
Address	Phone #:
City, State, ZIP:	E-Mail:
2 Company Name	Contact Name
Address	Phone #:
City, State, ZIP:	E-Mail:
3 Company Name	Contact Name
Address	Phone #:
City, State, ZIP:	E-Mail:

## Owner Information

Owner 1 Name	Phone #	% Ownership
Home Address:		SSN #:
Owner 2 Name	Phone #	% Ownership
Home Address:		SSN #:

### TERMS & CONDITIONS

This COMMERCIAL ACCOUNT CUSTOMER AGREEMENT (hereinafter referred to as the "Agreement") is entered into between Excel Lighting & Electrical Supply Co. Inc., hereinafter referred to as the "Company" or "EXCEL," and the undersigned customer, hereinafter referred to as the "Customer."

In consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Company and the Customer agree to the following terms and conditions. On this page of this Agreement, customer shall provide their information in the designated space, ensuring accurate identification and representation of the involved parties in all transactions.

- Credit Card on File:** Customers may opt to securely store their credit card information on file with EXCEL for the purpose of expediting future payments. This arrangement requires in-person setup to guarantee the confidentiality and security of sensitive financial information.

**2. Hold Harmless and Indemnification:** The Customer shall hold harmless, indemnify, and defend the Company against any claims, liabilities, losses, damages, costs, or expenses arising from or related to the products purchased or tools rented from the Company. This provision extends to claims of personal injury, property damage, or any other harm, whether direct or consequential, resulting from the use, handling, or possession of said products or tools.

**3. Pricing:**

- a. Prices listed at the time of any sale represent the latest information available at the time of purchase. Variable market conditions, quantity of product purchased, and company discretion may necessitate selected price changes.
- b. Any/all prices, whether supplied to the customer by receipt of an actual purchase or by quotation from EXCEL, or its agents, are to be used for that customer's business records or as a guide for that specific company/customer ONLY, and any such information is NOT to be shared, published, or displayed to or with any third-party; doing so is a violation of this agreement.
- c. PRICES, PRIOR TO FINAL SALE OR THOSE SUPPLIED IN LIEU OF QUOTATION ARE SUBJECT TO CHANGE WITHOUT NOTICE. EXCEL reserves ALL rights including but not limited to the right to change any price, without notice, at its complete discretion.
- d. Prices in effect at the time of sale will be applied. Please contact EXCEL for large orders via email/purchase order for a custom (large-quantity) quotation. We cannot be held responsible for typographical errors. Quotation pricing will remain valid for a time no less than 30 days unless otherwise detailed, in writing, on the quotation or as a rider thereto supplied to the customer. Quotation pricing is confidential and is not transferable to any third party.

**4. Finality of DTE Discount Sales:** The undersigned customer acknowledges and agrees that all transactions involving discounts denoted as "DTE" shall be deemed irrevocably final and non-returnable.

**5. Return Policy for Stock Items:** Stock items eligible for return must be received by EXCEL within 30 days of the original purchase date, uninstalled, and in their original, unaltered packaging.

**6. Notice of Furnishing for Large Jobs:** For substantial projects, EXCEL undertakes to furnish the end user with a formal notice of furnishing. This notice serves to communicate pertinent details of the supply chain, providing transparency and addressing potential complications arising from large-scale projects.

**7. Credit Account Requirements:** Establishment and continuation of credit accounts necessitate the presence of a duly signed contract and a personal guarantee on file. Periodic reviews, not less than once annually, shall be conducted to assess the creditworthiness and ongoing viability of the credit arrangement. Company may in assessing this application obtain personal information, background checks and seek from a credit reporting agency or other credit provider information about this credit arrangement and understand that this information may include personal and company credit score, credit history, credit capacity, and liabilities.

**8. Monthly Statements:** Customers shall receive comprehensive statements detailing account activity by the 5th of each month via email. The obligation to notify EXCEL promptly of any non-receipt of statements rests with the customer.

**9. Material Pickup Responsibility:** Customers assume full responsibility for the cost associated with materials picked up under their account. The company disclaims any responsibility for the collection of such costs from a third party.

**10. Interest on Overdue Invoices:** In the event that an invoice remains unpaid for a period exceeding 30 days from the Net terms specified on the Commercial Account Application, the outstanding balance shall accrue interest at a rate of 1.5% per month.

**11. Special-Order Returns:** Returns of special-order items are subject to a restocking fee equating to 25% of the original purchase price, in addition to any applicable shipping fees.

**12. Documentation for Returns or Exchanges:** For all return or exchange transactions, customers are required to provide a valid receipt. In the case of account holders, a corresponding invoice on file shall suffice as proper documentation.

- 13. Payment Terms:** A prompt payment discount of 2% is extended to customers settling invoices of \$3000 or more within 10 days of the invoice date. Payment discount is only applicable to payments made via Cash, Check, ACH, or Wire Transfer.
- 14. Business Details Changes:** Customer must inform EXCEL in writing within seven (7) days of any changes to business details or corporate structure.
- 15. Collection:** Customer acknowledge that if the account is overdue, Company at its discretion, reserves the right to refer the account to a Debt Collection Agency and/or solicitor for collection and Customer agrees to be responsible for all collection costs and expenses incurred in collecting overdue accounts.
- 16. Dishonor Handling Fee:** EXCEL reserves the right to charge a dishonor handling fee at the rate of thirty (\$30) USD, where a cheque payment is dishonored/returned for any reason.
- 17. Venue for Disputes:** Any disputes arising out of or related to this Agreement shall be exclusively heard and resolved before the courts for the County of Macomb, Michigan. The parties consent to the jurisdiction of said courts for this purpose.

I hereby certify that the information contained herein is complete and accurate. This information has been furnished with the understanding that it is to be used to create a Commercial Account with EXCEL and to determine the amount and conditions of the credit to be extended if necessary. Furthermore, I agree to comply to the Terms and Conditions herein.

Printed Name: \_\_\_\_\_ Date: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_  
 Signature: \_\_\_\_\_

## Personal Guarantee

In consideration of EXCEL entering into an agreement to provide credit to the Customer, the Guarantor(s) named below and I/we, being Director(s) or other authorized officer(s) of the Customer in the application for credit herein, hereby guarantees to EXCEL by execution of this application on behalf of the Customer the due and punctual payment pursuant to EXCEL payment terms and conditions contained in this agreements Terms and Conditions and I/We shall not be released from liability under this Gurantee otherwise than by the payment in full of the moneys payable by and the performance and observance of all of the obligations of the Customer under these terms and conditions of trade. This Guarantee shall be continuing and shall not be discharged by the winding up of the customer and shall bind the successors and legal personal representatives of the Guarantor. Witness Name/Signatures are not required for Electronically Signed agreements.

Dated the \_\_\_\_\_ Day of \_\_\_\_\_ 20 \_\_\_\_\_

Full Name of Gurantor #1 \_\_\_\_\_ Full Name of Gurantor #2 \_\_\_\_\_

Signature of Gurantor #1 \_\_\_\_\_ Signature of Gurantor #2 \_\_\_\_\_

Social Security Number of Gurantor #1 \_\_\_\_\_ Social Security Number of Gurantor #2 \_\_\_\_\_

Full Name of Witness #1 \_\_\_\_\_ Full Name of Witness #2 \_\_\_\_\_

Signature of Witness #1 \_\_\_\_\_ Signature of Witness #2 \_\_\_\_\_