

Cumberland Electronics Strategic Supply Solutions, Inc.
(DBA CE3S)

2501 Sycamore Street, Suite 2
Harrisburg, Pennsylvania 17111
717-232-9715

FEIN 46-4346207

CREDIT APPLICATION AND AGREEMENT (for non-consumer transactions) **Date:** _____

Company Name: _____ Parent Co. (if subsidiary) _____

Type of Ownership: Individual Partnership Corporation Other _____

Principal Owner(s): _____

Billing Address: _____

Accounts Payable Contact Person: _____ Phone Number (_____) _____

Shipping Address: _____

Purchasers Name: _____ Phone Number (_____) _____

The Buyer hereby makes application for credit with **CE3S** and authorizes it to make inquiry of the following references and to make an investigative report.

REFERENCES:

Banks:

Name and Address _____

Contact Name: _____ Phone Number: (_____) _____

Business References (where credit is now extended):

(1) Name and Address _____

Contact Name: _____ Phone Number: (_____) _____

Email: _____

(2) Name and Address _____

Contact Name: _____ Phone Number: (_____) _____

Email: _____

(3) Name and Address _____

Contact Name: _____ Phone Number: (_____) _____

Email: _____

Should credit be extended to Buyer by **CE3S** pursuant hereto, Buyer specifically agrees as follows:

1. Buyer represents and warrants that all goods purchased by Buyer from **CE3S** will be used solely for business or resale purposes and not for personal, family or household use.
2. All monetary sums and amounts due for goods purchased from **CE3S** shall be fully paid within thirty (30) days of the date of the invoice, therefore. All payments shall be made to **CE3S** at its above stated address or at such other place as **CE3s** may direct.
3. Any one or more of the following events shall constitute a default by Buyer and shall entitle **CE3s** to declare any or all sums and amounts due to it from Buyer as being immediately due and payable without demand, notice or presentation all of which are hereby waived by Buyer:
 - (a) Buyer's failure to pay in full any invoice rendered by **CE3S** to Buyer within thirty (30) days after the date of such invoice.
 - (b) Buyer's violation of any term or terms of this Agreement.
 - (c) The making of any levy or attachment upon Buyer's property, or the institution of any bankruptcy or insolvency proceedings by or against Buyer or against Buyer's business or property, or Buyer's entry into a composition of or an arrangement with creditors of Buyer.

4. Buyer hereby agrees to pay interest upon any and all sums and amounts due to **CE3s** that are unpaid for more than thirty (30) days beyond their respective invoice date(s), commencing with the 31st day after such invoice date, at the rate of one percent (1.0%) per month, for an annual interest rate of twelve percent (12.0%) per year, but in any event not less than \$1.00 each month, until full payment of such unpaid sums or amounts is made.

5. BUYER HEREBY AUTHORIZES AND EMPOWERS, IRREVOCABLY, THE PROTHONOTARY OR ANY ATTORNEY OF ANY COURT OF RECORD OF THE COMMONWEALTH OF PENNSYLVANIA OR ELSEWHERE TO APPEAR FOR BUYER AT ANY TIME AND ENTER JUDGMENT WITHOUT PROCESS AGAINST BUYER, WITH OR WITHOUT DECLARATION, FOR THE TOTAL OF ALL SUMS AND AMOUNTS OWED BY BUYER TO **CE3s** TOGETHER WITH ALL CHARGES, COSTS, AND THE ABOVE PROVIDED INTEREST THEREON, AND REASONABLE ATTORNEY'S FEE'S, HEREBY WAIVING AND RELEASING ALL ERRORS IN ANY SUCH PROCEEDINGS AND WAIVING ALL RIGHTS OF APPEAL, AND PURSUANT TO AND UPON SUCH JUDGMENT HEREBY AUTHORIZES AND CONSENTS TO IMMEDIATE EXECUTION UPON ANY PROPERTY, REAL, PERSONAL OR MIXED, AND DOES HEREBY VOLUNTARILY CONDEMN THE SAME, AND NO BILL IN EQUITY OR OTHER PETITION SHALL BE FILED TO INTERFERE IN ANY MANNER WITH THE OPERATION OF SUCH JUDGMENT OR EXECUTION THEREUPON, HEREBY RATIFYING AND CONFIRMING ALL THAT PROTHONOTARY OR ATTORNEY MAY DO BY VIRTUE HEREOF, AND WAIVING AND RELEASING BENEFIT OF ALL APPRAISEMENT OR INQUISITION OF REAL ESTATE, STAY OF EXECUTION, AND ALL RIGHTS UNDER THE EXEMPTION LAWS OF ANY STATE, NOW IN FORCE OR HEREINAFTER ENACTED. THE AUTHORITY TO CONFESS JUDGMENT HEREUNDER SHALL NOT BE EXHAUSTED BY ONE OR MORE EXERCISES HEREOF BUT SUCCESSIVE JUDGMENTS AND EXECUTIONS THEREON MAY BE ENTERED FOR THE ABOVE-DESCRIBED SUMS DUE AS OFTEN AS **CE3S** MAY FIND APPROPRIATE.

6. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns; provided, that this Agreement shall not be assigned by Buyer without the prior written consent of **CE3s**. Buyer represents that Buyer intends to be bound by all of the provisions of this Agreement, and that any signatory to this Agreement for Buyer is authorized to so execute this Agreement on Buyer's behalf. Where more than one person is named as Buyer, all and each of such persons shall be bound hereby and shall be jointly and severally liable hereunder. This Agreement is the entire agreement between **CE3s** and the above-named Buyer, and there are no agreements, promises, representations, conditions, or terms other than those herein contained. This Agreement may be modified only in writing and executed by both parties hereto, provided that **CE3S** may from time to time amend the terms and provisions hereof by giving notice of such amendments to Buyer. This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania.

WITNESS/ATTEST:

By _____

(authorized signature)

For Internal Use

Approved _____ Date _____

_____ Title _____

(print or type name and title)

Credit Limit _____

Accepted by **CE3S**

Branch Code _____ No. _____

(authorized signature)

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MULTI-STATE SALES TAX BLANKET EXEMPTION CERTIFICATE

This is to certify that all tangible personal property or taxable services purchased from:

CUMBERLAND ELECTRONICS STRATEGIC SUPPLY SOLUTIONS, INC., HARRISBURG, PA

is intended for resale as tangible personal property or for use or incorporation as a material or part of other tangible personal property to be produced for sale.

This certificate shall be considered as a part of each order which we shall give, provided that the order bears our applicable state sales and use tax registration number and is to continue in force until revoked.

Purchaser's Name _____

Purchaser's Address: _____

Purchaser's State Sales & Use Tax Number _____

Signature: _____ Date: _____