

**LINCOLN ELECTRIC, LLC.**

1658 Caleb Drive SE  
Brookhaven, MS 39601  
601-823-3284

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Website: [lincolnelectricsupplyms.com](http://lincolnelectricsupplyms.com)

**CREDIT APPLICATION**

Date \_\_\_\_\_

Legal name of Business: \_\_\_\_\_ In Business Since \_\_\_\_\_

Address \_\_\_\_\_ EIN/SS# \_\_\_\_\_

Phone (Office) \_\_\_\_\_ Cell \_\_\_\_\_ ( ) CORPORATION ( ) PARTNERSHIP  
( ) LLC ( ) INDIVIDUAL

Are you tax exempt? ( ) YES ( ) NO If yes please attach a copy of Tax Exempt / Resale Certificate

Authorized Principal's Signature \_\_\_\_\_ Phone \_\_\_\_\_ Email \_\_\_\_\_

A/P Manager \_\_\_\_\_ Phone # \_\_\_\_\_ Email \_\_\_\_\_

Billing Address if different from above: \_\_\_\_\_

Purchase order required ( ) YES ( ) NO \_\_\_\_\_

Officer to contact for further credit information \_\_\_\_\_  
(NAME) (TITLE) (EMAIL)

Has Applicant filed Bankruptcy ? ( ) YES ( ) NO

**BANKING**

Bank Name \_\_\_\_\_ Phone # \_\_\_\_\_ ( ) Checking  
( ) Loans

Name of Officer or Manager handling account \_\_\_\_\_ Phone # \_\_\_\_\_

Bank Name \_\_\_\_\_ Phone # \_\_\_\_\_ ( ) Checking  
( ) Loans

Name of Officer or Manager handling account \_\_\_\_\_ Phone # \_\_\_\_\_

**TRADE REFERENCE(S)**

1. Name \_\_\_\_\_ Phone # \_\_\_\_\_

Mailing Address \_\_\_\_\_

2. Name \_\_\_\_\_ Phone # \_\_\_\_\_

Mailing Address \_\_\_\_\_

3. Name \_\_\_\_\_ Phone # \_\_\_\_\_

Mailing Address \_\_\_\_\_

Signature Required on Reverse Side →

**LINCOLN ELECTRIC, LLC CREDIT ACCOUNT AGREEMENT**  
**TERMS AND CONDITIONS OF SALE**

In this Credit Account Agreement and Terms and Conditions of Sale ("Agreement"), the words "Lincoln Electric," "we," "us," and "our" refer to each customer in which we have approved an application ("Application") for a Lincoln Electric Commercial Credit Account ("Account") with a Credit Limit and any person who signed the application on behalf of such customer.

1. **AUTHORIZED PURCHASERS:** Persons authorized to purchase under the account are those listed by you on the Application and those who reasonably represent us that they have such authorization.
2. **CREDIT LIMIT:** We have granted your application for credit under the account subject to a specified dollar limit ("Credit Limit") You agree to keep the total amount owed to us at any time under the Account within the Credit Limit. We may raise or lower your credit limit at our sole discretion. Sales, shipments delivery and performance of work shall at all time, be subject to approval of our Credit Department, and we may at any time decline to make any shipment or delivery or perform any work except on receipt of payment or upon terms and conditions or security satisfactory to such Department.
3. **PROMISE TO PAY:** You jointly and severally agree to pay for all purchases charged by you to the Account regardless of whether your Credit Line is exceeded for all other charges as described below, according to the terms of this Agreement.
4. **TERMS OF PAYMENT:** Unless otherwise stated in an invoice, terms of payment for any purchases made under your Account are net thirty days from the date of delivery (the "invoice date"). Discounts, if any, shall not be allowed on any applicable taxes or on any transportation charges, C.O.D. sales shall be payable at time and place of delivery. You agree to pay all amounts charged to the Account on or before their due date. In the event we do not receive payment in full within thirty days from the Invoice Date, your Account will be in default and past due. A finance charge ("Finance Charge") at the highest rate of interest allowed by applicable law may be assessed, beginning on the date of default and continuing each day thereafter until all amounts due under the Account are paid in full. Each payment on the Account will be applied first to any Finance Charge or other charge excluding purchases and then to be all unpaid purchases on the Account in the order they were made. If an invoice is placed in the hands of an attorney for collection or if collected by any legal proceedings, you agree to pay us reasonable attorney fees in the amount of 15% pf the outstanding balance pf the accountant and to also pay any other costs incurred in the collection of the sums owed by you to us on account of principal, interest or other charges.
5. **PURCHASE ORDERS:** Any purchase charged to your account shall be governed solely by the terms and conditions set forth in the Agreement and in our invoice and statements, AND ANY OTHER TERMS AND CONDITIONS IN YOUR PURCHASE ORDERS OR OTHER PROCUREMENT DOCUMENTS SHALL NOT APPLY EVEN IF SUBMITTED TO AND ACCEPTED BY US IN CONNECTION WITH A PURCHASE UNDER THE ACCOUNT.
6. **VERBAL ORDERS:** You assume the responsibility of verbal orders unless written confirmation is received prior to fabrication. Confirming orders should be marked "CONFIRMING ORDER – DO NOT DUPLICATE."
7. **RISK OF LOSS:** You will assume exclusive control, interest and title to goods sold upon delivery, together with all responsibility and liability for any damages, losses, injuries, causes of action, claims or damages resulting from the sale, storage, handling, transportation or from any other use or uses to which the same is put, and you agree to defend and hold us harmless thereon.
8. **ACCEPTANCE:** Upon your acceptance of delivery of goods, such acceptance shall be acknowledgement that you have inspected the goods and have found the same to conform to the description and specification contained on the invoice and to be free from defects in material and workmanship, and after such acceptance you shall have no right to revoke such acceptance.
9. **CANCELLATION OF ORDERS:** You may cancel an order by giving written notice to us prior to delivery. In the event of such cancellation, you agree to pay us for all actual cost and damages incurred by us in preparing to perform the terns of the order and in performing the terns of the order prior to receipt by us of such written notice, including but not limited to ur expenses of purchase of material, fabrication, overhead and delivery costs.
10. **YOUR REQUEST TO DELAY DELIVERY:** If at your request the delivery of goods is delayed, then we shall invoice you as of the scheduled delivery date and you will assume any damages to the goods caused by deterioration during said delay.
11. **TAXES:** Unless specifically stated on an invoice, any taxes which we may be required to pay or collect, under any existing or future law, upon, or with respect to the sale, purchase, delivery, storage, processing, use or occupation of goods purchased, including taxes upon or measured by the receipt for the sale thereof, shall be for your account, and where applicable, any such tax or taxes will be added to the sale price as a separate charge to be paid by you.
12. **DEFAULT:** You are in default on the Account if you: (a) fail to pay the full amount due within thirty days from the invoice Date, (b) breach any other term or condition of this Agreement; (c) exceed your Credit Limit; or (d) have made a misrepresentation or misstatement in the Application, financial statement, or other document submitted to us in connection with the Application. If you default on the Account, we may; (i) declare all amounts owed on the Account to be immediately due and payable; (ii) terminate the Account in which event the terms of this Agreement shall continue in full force and effect until all amounts due hereunder are paid in full; (iii) commence a collection action for all amounts owed under the Account; (IV) exercise any and all other rights and remedies accorded to us by law.
13. **TERMINATION:** You and we each have the right, at any time, to cancel the Account. In the event the Account is cancelled by either party, the terms of this Agreement shall continue in full force and effect until all amounts due hereunder are paid in full.
14. **WARRANTY:** We warrant and represent that all goods sold by us will conform to the description and specifications contained in the invoice and shall be free from defects in material and workmanship.
15. **DISCLAIMER OF WARRANTIES:** The above warranty is expressly made in lieu of all other warranties or guaranties, and we disclaim all implied warranties of merchantability or fitness for a particular purpose and all other warranties of any nature except those reflected above or in our sales invoices, if applicable.
16. **LIMITATION OF LIABILITY:** We shall not be liable for any incidental, special or consequential damages, nor for any damages or delays caused by circumstances beyond our control, including, with out limitation, labor problems, shortage of goods orraw materials, fire, flood, weather or other acts of God. Your remedy on Account of or in respect to goods purchased, shall be to secure replacement thereof, this remedy shall be your exclusive and sole remedy, and we shall not in any event be liable for the cost of any labor expended on any goods or for any special, direct or indirect or consequential damages to anyone for any reason whatsoever.
17. **GOVERNING LAW:** This Agreement and the Account are governed by and construed in accordance with the laws of the State of Mississippi.
18. **AGREEMENT SUBJECT TO CHANGE:** The Application and this Agreement constitutes the entire agreement between you and us regarding the Account and supersede all of our prior written and oral agreements and understandings relating thereto

Signature of Acct. Holder \_\_\_\_\_ Date \_\_\_\_\_