



## CREDIT APPLICATION AND SALES AGREEMENT

Credit Request For: Comet Rail, LLC:

Comet Electronics, LLC:

Credit Limit Requested: \_\_\_\_\_

### BUSINESS INFORMATION

Company Name: \_\_\_\_\_

Billing Address: \_\_\_\_\_

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

Phone Number: \_\_\_\_\_ Fax: \_\_\_\_\_ Date Business Started: \_\_\_\_\_

Corporation:      Partnership:      LLC:      Sole proprietorship:      Other: \_\_\_\_\_

Accounts Payable Contact: \_\_\_\_\_ Email Address: \_\_\_\_\_

### SHIPPING ADDRESS

Address: \_\_\_\_\_

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

### PURCHASING INFORMATION

Contact: \_\_\_\_\_ Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email Address: \_\_\_\_\_ Purchase Order Required? ☐ Yes ☐ No

### CREDIT INFORMATION

Bank Name: \_\_\_\_\_ Account Officer: \_\_\_\_\_

Address: \_\_\_\_\_

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

Phone Number: \_\_\_\_\_ Fax: \_\_\_\_\_ Email Address: \_\_\_\_\_

Checking Account Number: \_\_\_\_\_ Savings Account Number: \_\_\_\_\_

## BUSINESS/TRADE REFERENCES

Company Name: \_\_\_\_\_

Billing Address: \_\_\_\_\_

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

Phone Number: \_\_\_\_\_ Fax: \_\_\_\_\_ Email Address: \_\_\_\_\_

Company Name: \_\_\_\_\_

Billing Address: \_\_\_\_\_

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

Phone Number: \_\_\_\_\_ Fax: \_\_\_\_\_ Email Address: \_\_\_\_\_

The Applicant submitting this Credit Application and Agreement agrees to the following terms and conditions:

1. It is understood and agreed that the undersigned specifically consents to Comet Industries investigating the Applicant's credit history for the purpose of establishing an account with Comet.
2. If credit is extended, the undersigned acknowledges that Comet's credit terms are payment in full net 30 days from date of invoice.
3. All sums are due and payable to Comet at the remit to address of: 2301 Burlington, North Kansas City, MO 64116.
4. In the event the undersigned fails to timely pay any invoice; the undersigned agrees to pay a monthly finance charge of 1.5% per month on unpaid balance.
5. In the event that it is necessary to place the account with a collection agency or attorney, the Applicant agrees to pay all collection costs and attorney fees in addition to all other sums due.
6. All sales are made subject to Comet's applicable **Standard Terms and Conditions** ("T&Cs") which are herein incorporated into this Agreement by reference and shall apply to all transactions between the Applicant and Comet. It is specifically agreed that Comet's Standard Terms and Conditions are the exclusive terms of the sales under this application and such terms can only be modified in writing signed by both parties.
7. This Agreement shall be governed by the laws of the STATE of MISSOURI, USA, without regard to its conflict of laws principles. If any provision or any part of this Agreement or the application thereof is thereafter held invalid or unenforceable, the remainder of this Agreement shall not be affected and the remaining provisions of this Agreement shall continue in full force and effect. Further, the parties agree to give any such provision deemed invalid, in whole or in parts, a lawful interpretation that most closely reflects the original intention of Comet and Applicant. Facsimile signatures on such counter parts are deemed originals.  
Comet Industries, Inc. and its subsidiaries are not hereby committed to extend any credit whatsoever. If credit is extended, Comet is hereby authorized and directed to continue or discontinue with or without notice, in its sole discretion, such line of credit in any amounts determined by Comet in its sole discretion with or without notice to place on a COD basis and/or refuse sales entirely.

The undersigned warrants that the above agreement has been carefully read and the Applicant understands completely. The Applicant certifies that all information supplied is true and correct. The undersigned affirmatively states that they are an Officer or official delegate authorized to make an application on behalf of the said entity and to obligate the same for any credit extended thereto as a result of this application; and further that the entity on whose behalf application is hereby made will continue to be bound and obligated for any credit advanced thereto until notice to the contrary is given in writing to Comet Industries, Inc. & Subsidiaries at 2301 Burlington Street, North Kansas City, MO 64116.

Name: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_