**CREDIT AGREEMENT**

1000 N. Old Rt. 66

Litchfield, IL 62056

(217) 324-2923 Phone

(217) 32400309 Fax

**ALPHA SUPPLY CORP** **DBA**

 Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Account ID: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name Phone

Address Fax

City, State, ZIP Cell

Would you like your invoices emailed? YES NO Email

By signing this Agreement, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Customer) agrees to and accepts the terms and conditions set forth below under “DISCLOSURES REQUIRED BY FEDERAL LAW” with respect to the above-numbered account with A&D Electrical Supply. In particular, the Customer agrees that the Seller may charge, collect and receive a FINANCE CHARGE as set forth below.

**Bank Reference**

Bank Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Phone

Address \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Fax \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Major Trade References (List Three)**

Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Phone \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ FAX \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Email \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Acct #\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Phone \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ FAX \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Email \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Acct #\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Phone \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ FAX \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Email \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Acct #\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Please indicate your Illinois sales tax status by checking on the appropriate line**

Resale \_\_\_\_\_\_\_\_ Resale Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Expiration: \_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Exempt \_\_\_\_\_\_\_\_ Exempt Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Expiration: \_\_\_\_\_\_\_\_\_\_\_\_\_\_

Subject to Illinois sales tax \_\_\_\_\_\_\_\_\_\_\_\_

Note: For ALL customers that are resale or exempt, we must have a PHSYSICAL COPY of your certificate, on file, showing your resale or tax exempt status, in order to deduct the tax from your invoices.

Thank you for the opportunity to serve you!!

We look forward to a long-term business relationship with you!!

DISCLOSURES REQUIRED BY FEDERAL LAW

1. A FINANCE CHARGE will be imposed under the ***Alpha Supply Corp***. Credit Plan if the outstanding balance is not paid by the 10th day of the month following the billing date shown on the monthly (periodic) statement with which the customer will be furnished. The Customer will incur no FINANCE CHARGE if the amount shown under previous balance on such monthly (periodic) statements paid prior to the 10th day of the month following the billing date.
2. The amount on which a FINANCE CHARGE may be imposed is the outstanding balance at the beginning of the billing cycle, without deduction of payments or credits.
3. The amount of the FINANCE CHARGE that will be charged is determined by multiplying the outstanding balance by a “periodic rate” of 1.5% per month (.015); the corresponding ANNUAL PERCENTAGE RATE is 18% for individual accounts.

A minimum FINANCE CHARGE of $0.50 will be assessed each month for which there is an outstanding balance.

The amount of FINANCE CHARGE for commercial, business, agricultural, Estate, cooperative, and corporate credit shall be determined by multiplying the outstanding balance by a “periodic rate” of 1.5% per month (.015); the corresponding ANNUAL PERCENTAGE RATE is 18% .

1. Other charges relating to the use of the credit herein granted are that Customer agrees to pay the reasonable attorney fees, court costs, and expenses of ***Alpha Supply Corp.*** for any action on the part of ***Alpha Supply Corp.*** to collect the amounts due to it by Customer hereunder and which are not paid within thirty (30) days of written demand by ***Alpha Supply Corp.*** for full payment.
2. No security interest in any property of Customer is retained or acquired hereunder unless separately stated in writing and attached hereto.
3. The minimum periodic payment required is twenty-five percent (25%), with a $50.00 minimum on balance under $100.00.
4. In case of errors or inquiries about your Bill:

The Federal Truth in Lending Act requires prompt correction of billing mistakes.
5. If you want to preserve your rights under the Act, here’s what to do if you think your bill is wrong or if you need more information about an item on your bill:

1) Do not write on the bill. On a separate sheet of paper write the following:

i. Your name and account number.

 ii. A description of the error and an explanation (to the extent you can explain) why you believe it is in error.

 If you only need more information, explain the item you are not sure about and, if you wish, ask for evidence of the
 charge such as a copy of the charge slip. Do not send in your copy of a sales slip or other document unless you have
 a duplicate copy for your records.

 iii. The dollar amount of the suspected error.

 iv. Any other information (such as your address) which you think will help the Company to identify you or the reason for

 your complaint or inquiry.

2) Send your billing error notice to the address shown below after the words: “Send Inquiries To:”. Mail it as soon as you can, but in any case, early enough to reach the Company within 60 days after the bill was mailed to you.

1. The Company must acknowledge all letters pointing out possible errors within 30 days of receipt, unless the Company is able to correct your bill during the 30 days. Within 90 days after receiving your letter, the Company must either correct the error or explain why the Company believes the bill was correct. Once the Company has explained the bill, the Company has no further obligation to you even though you will still believe that there is an error, except as provided in Paragraph e.
2. After the company has been notified, neither the Company nor an attorney nor a collection agency may send you collection letters or take out collection action with respect to the amount in dispute; but periodic statements may be sent to you, and the disputed amount can be applied against your credit limit. You cannot be threatened with damage to your credit rating or sued for the amount in question, nor can the disputed amount be reported to a credit bureau or to other creditors as delinquent until the Company has answered your inquiry. YOU REMAIN OBLIGATED TO PAY THE PARTS OF YOUR BILL NOT IN DISPUTE.
3. If it is determined that the Company has made a mistake on your bill, you will not have to pay any finance charges on any disputed amount. If it turns out that the Company has not made an error, you may have to pay finance charges on the amount of the dispute, and will have to make up any missed minimum or required payments on the disputed amount. Unless you have agreed that your bill was correct, the Company must send you a written notification of what you owe; and if it is determined that the Company did make a mistake in billing the undisputed amounts before an more finance charges or late payment charges on the disputed amount can be charged to you.
4. If the Company’s explanation does not satisfy you and you notify the Company IN WRITING within TEN (10) days after you receive their explanation that you still refuse to pay the disputed amount, the Company may report you to credit bureaus and other creditors and may pursue regular collection procedures. But the Company must also report that you think you do not owe the money, and the Company must let you know to whom such reports were made. Once the matter has been settled between you and the Company, the Company must notify those to whom the Company reported you as delinquent of the subsequent resolution.
5. If the Company does not follow these rules, the Company is not allowed to collect the first $50.00 of the disputed amount and finance charges, even if the bill turns out to be correct.
6. The maximum unpaid balance which your account may have is \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.
7. This Agreement may be terminated by ***Alpha Supply Corp.*** at any time.
8. Customer states that the purpose of this credit is for business, commercial, or agricultural purposes.

Send Inquiries To: Alpha Supply Corp., 1000 Old Rt. 66 N., Litchfield, IL 62056.

**NOTICE TO CUSTOMER**

1. Do not sign this before you read it or if it contains any blank spaces.
2. You are entitled to an exact copy of the paper you sign.

 Executed at Montgomery County, Illinois on the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20 \_\_\_\_\_\_.

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ CUSTOMER’S SIGNATURE Alpha Supply Corp. DBA A&D Electrical Supply

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ BY \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 CUSTOMER’S PRINTED NAME

**FOR CORPORATE ACCOUNTS**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 WITNESS’S SIGNATURE CUSTOMER BY ITS PRESIDENT

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

WITNESS’S PRINTED NAME PRESIDENT’S PRINTED NAME

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

ATTEST BY SECRETARY OF CUSTOMER

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
SECRETARY’S PRINTED NAME