



Nema Enclosures Mfg. LLC

customerservice@nemaenclosures.com • accounting@nemaenclosures.com

PO Box 15669 • Houston, Texas 77220 • P (713) 921-2233 • F (713) 921-3451

Physical address: 1118 Pleasantville Dr. • Houston, Texas 77029

www.nemaenclosures.com

CREDIT APPLICATION

Application must be filled out in its entirety or process will be delayed. Reference Pg. 3 Terms Agreement.
Completion of this form is not a guarantee that terms will be extended.

BILLING INFORMATION

Company Name: _____

Date Company Established: _____ Parent Company: _____

Physical Address: _____

City: _____ State: _____ Zip: _____

Billing Address: _____

City: _____ State: _____ Zip: _____

Contact A/P: _____ Email address (A/P): _____

Phone A/P: _____ Fax A/P: _____

Tax ID#: _____

*****Please attach this year's W-9 and your Sales and Tax Resale Certificate**

Bank Reference:

We authorize you, our bank reference, to release credit information regarding the following account(s) to **Nema Enclosures**

Bank Name: _____

Banking Officer: _____

Address: _____

City, State, Zip: _____

Checking Account# _____

Loan Account# _____

Phone # _____

Fax # _____

AUTHORIZATION AND AGREEMENT TO RELEASE CREDIT INFORMATION

Please enclose a copy of your most current financial statement. Information will be kept confidential.

In support of this application, Nema Enclosures is hereby authorized to obtain credit and/or financial information from my/our bank(s), other financial institutions or commercial firms with which I/we have done business. It is understood that any such credit and/or financial information will be held in strict confidence and used only for consideration of this application. Upon approval of this application, it is agreed that all purchases will be paid in full and in accordance with the terms of the sale Net 30 days from date of the invoice. Should I/we not pay Nema Enclosures according to terms, it is understood that credit privileges may be withdrawn. Should Nema Enclosures find it necessary to obtain assistance in collecting any monies due, I/we agree to pay all reasonable attorney fees, collection agency fees and/or court costs necessary to collect monies owed. The offer is limited only to these terms

Signature of Authorized Officer: _____

Name (Please Print): _____

Title: _____ **Date:** _____

Three Credit References: Please provide (3) current and active references for credit verifications purposes

1st Credit Reference

Name of Company*	
Contact Email*	
Phone*	
Fax*	
Credit Limit	
Terms	

2nd Credit Reference

Name of Company*	
Contact Email*	
Phone*	
Fax*	
Credit Limit	
Terms	

3rd Credit Reference

Name of Company*	
Contact Email*	
Phone*	
Fax*	
Credit Limit	
Terms	

Email completed form and supporting documents to customerservice@nemaenclosures.com

If approved, we will email you your credit approval letter. Please note this process may take up to 12 business days.

Any questions or to request application status; please contact our Credit Clerk, Aerial Vance, at 713.921.2233

TERMS AGREEMENT

Terms stated below are in addition to our Standard Terms and Conditions of Sale – If copy is needed, available upon request

APPLICABLE TERMS AND CONDITIONS: These terms and conditions of sale establish the rights, obligations, and remedies of customer (“Buyer”) and Nema Enclosures Manufacturing of Texas, LLC (“Nema Enclosures”) that apply to any order issued by Buyer for the purchase of Nema Enclosures’ products and/or services (“Products”). No additional or different terms or conditions, whether contained in Buyer’s purchase order form or in any other document or communication pertaining to Buyer’s order, will be binding on Nema Enclosures unless accepted in writing and signed by an authorized representative of Nema Enclosures. Nema Enclosures expressly objects to and rejects any additional or different terms and conditions. Should any term or provision of these conditions be held by a court of competent jurisdiction to be invalid, void or unenforceable to any extent under applicable law, the validity of the remaining terms under this contract of which these conditions form a part (“Purchase Order”) shall not fail by reason thereof but shall be construed in the same manner as if such term or provision had not appeared herein.

PRICES: Prices are listed by item number and priced in US dollars. Quotes are valid for 30 days from created date. Unless otherwise quoted, prices shall be those published and in effect at time of shipment. Prices are subject to change without notice. Any change in quantities, partial release, or destination may incur a price adjustment.

MINIMUM ORDER REQUIREMENT: \$125.00

CREDIT CARDS: We accept all major credit cards.

CREDIT TERMS: Credit card orders must have the account number, the account name on the card, along with the mailing address (for credit card verification) and expiration date. Credit card orders are pre-authorized for payment before shipments are packed; credit cards are billed at the time of shipment. All Credit Card orders are considered a 'Hold for Confirmation' until a credit card number is received.

INTERNATIONAL & PROFORMA ORDERS: Payment is required in full before the order can be released for production. Proforma orders are considered a 'Hold for Confirmation' until a payment is received. Nema Enclosures must approve if a 50% deposit can be received to process order into production.

THE PRIVILEGE OF NET 30 terms is offered to customers who have submitted satisfactory credit references for second and subsequent orders. Net 30, according to our interpretation, means payment is due, in our office, 30 days from the date of invoice. Any variation from our published terms must be requested in writing. All requests must be acknowledged by Nema Enclosures to be honored. We do not charge past-due feed but future orders will not be released for production/shipment until all past due outstanding balances are paid in full and received in our accounting department. Should it be necessary to refer the account balance to a licensed collection agency or attorney for legal action, all subsequent charges and legal fees shall be paid by the applicant.

Acceptance of Order: Acceptance of any Purchase Order is subject to credit approval and acceptance by Nema Enclosures. If Buyer fails to comply with these terms and conditions of sale or if Buyer’s credit becomes

unsatisfactory to Nema Enclosures, Nema Enclosures reserves the right to terminate the Purchase Order upon notice to Buyer and without liability to Nema Enclosures. All first-time purchases by the Buyer, and all orders wherein Buyer has been put on credit hold, are subject to a Credit Card first order shipment policy. Credit Terms cannot be established with Nema Enclosures until references are verified and authorized by Nema Enclosures. Nema Enclosures' will design all Production drawings in-house, based upon customer specifications, drawings, and expectations. These Production drawings will be sent to the customer for approval ("Approval Drawings"). Production is initiated upon receipt of signed final approval to manufacture via emailed approval or signed drawing(s). This approval/review process may extend our first provided estimated completion date; our estimated completion date is contingent upon Buyer's signed Approval of Drawings.

DELIVERY/ SHIPPING: Time in transit is additional to quoted lead time. Delivery is FCA Nema Enclosures or CPT Nema Enclosures. All shipments are packed very carefully using standard approved packing methods. If any damage or loss occurs in transit, please do not refuse the shipment as this causes unnecessary shipping expenses and delays.

Delay in Delivery: The Buyer shall not hold Nema Enclosures responsible for any delay or any damages suffered by the Buyer by reason of any delay due to fires, strikes, riots, Acts of God, priorities, government orders or restrictions, delays in transportation, delays by suppliers of materials or parts, inability to obtain suitable and sufficient labor, or other unavoidable contingencies beyond the control of Nema Enclosures. In no case shall Nema Enclosures be liable for any consequential or special damages arising from any delay in delivery. In the event of such delay, the shipping date shall be extended for a period equal to the time lost by reason of such delay.

Damage or Loss in Transit: See Standard Terms and Conditions of Sale

Acceptance of Products: See Standard Terms and Conditions of Sale

Returns/Rework/Corrections: Nema Enclosures does not accept returns unless approved by Nema Enclosures Quality Control Department - only when a reasonable inspection shows that the Products fail to conform substantially to the customer-approved drawings for the Products will Nema Enclosures Quality Control Dept. provide an RMA. In the event Nema Enclosures agrees to accept the return, there MUST be accompanying documentation in the form of a Return Merchandise Authorization or a Purchase Order for rework. Buyers that send Products to Nema Enclosures without one of these documents are subject to a delay in processing their return of up to 5 business days. Outside services or corrections to be performed by Nema Enclosures shall be limited geographically to a 50-mile radius of the Nema Enclosures facilities. In no event shall Nema Enclosures be liable for any damages to Buyer's property resulting from repairs or corrections to the Products while made at Buyer's location. All items are manufactured custom and are nonrefundable. Any questions contact our Quality Control Lead, Ervin Batres at quality@nemaenclosures.com

Warranty and Limitation of Liability: See Standard Terms and Conditions of Sale

Confidentiality of Data: See Standard Terms and Conditions of Sale

Corrections and Changes: All clerical errors are subject to correction. Any changes or corrections will be made accordingly, and revised copies will be put into circulation.

NO TERMS AND CONDITIONS OTHER THAN THOSE STATED HEREIN, AND NO AGREEMENT OR UNDERSTANDING, IN ANY WAY PURPORTING TO MODIFY THESE TERMS OR CONDITIONS, SHALL BE BINDING ON NEMA ENCLOSURES WITHOUT WRITTEN CONSENT BY AN AUTHORIZED REPRESENTATIVE OF NEMA ENCLOSURES.