



Return completed applications to:  
 505-345-6089 (fax)  
[ar@nicorlighting.com](mailto:ar@nicorlighting.com) (email)  
 or mail to the attention of  
**NICOR CREDIT DEPT**  
**2200 MIDTOWN PL NE**  
**ALBUQUERQUE NM 87107**

**COMMERCIAL APPLICATION FOR CREDIT**

\_\_\_\_\_  
*Legal Business Name (enter name above)*

\_\_\_\_\_  
*Trade Name / DBA*

\_\_\_\_\_  
*Mailing Address* *City* *ST* *Zip*

\_\_\_\_\_  
*Company Phone* *Company Fax* *Purchasing Contact* *Purchasing Contact's email*

\_\_\_\_\_  
*Physical Address (if different than above)* *City* *ST* *Zip*

\_\_\_\_\_  
*Resale # (include a copy of certificate with application)* *Federal Tax ID* *No. of employees*

\_\_\_\_\_  
*A/P Contact* *A/P email address* *A/P Phone*

**Do you Prefer Invoices to be**  **FAXED** or  **EMAILED**

Months: \_\_\_\_\_ Years: \_\_\_\_\_

\_\_\_\_\_  
*Type of business (Distributor, Showroom, etc.)* *How long in business at this address?*

**Is this company a**  **Proprietorship/Partnership**  **Corporation in state of:** \_\_\_\_\_  **LLC in state of:** \_\_\_\_\_

\_\_\_\_\_  
*Owner/Member/President* *Address* *Phone*

\_\_\_\_\_  
*Owner/Member/Vice President* *Address* *Phone*

\_\_\_\_\_  
*Secretary* *Address* *Phone*

\_\_\_\_\_  
*Treasurer* *Address* *Phone*

**Trade References (minimum of 3):**

\_\_\_\_\_  
*Company* *Address* *Phone* *Fax*

\_\_\_\_\_  
*Company* *Address* *Phone* *Fax*

\_\_\_\_\_  
*Company* *Address* *Phone* *Fax*

**Bank Reference:**

\_\_\_\_\_  
*Name of bank* *Address* *Phone* *Fax*

\_\_\_\_\_  
*Banking Officer* *Account Number*

*The undersigned certifies that the information given herein is true and correct, and hereby grants permission to NICOR and its agents to obtain such credit reports and other supplemental data deemed necessary in connection with establishing and maintaining a commercial credit account with NICOR. We agree that a properly executed facsimile-transmitted or emailed credit application shall be of the same force and effect as the executed original document.*

\_\_\_\_\_  
**Authorized Signature** **Date**



TERMS AND CONDITIONS

THE FOLLOWING TERMS AND CONDITIONS GOVERN ALL SALES BETWEEN NICOR, INC. AND ITS DIVISIONS, SUBSIDIARIES, AND AFFILIATES (REFERRED TO HEREIN INDIVIDUALLY OR COLLECTIVELY AS "NICOR") AND NICOR CUSTOMER. CUSTOMER ACKNOWLEDGES AND UNDERSTANDS THAT ACCEPTANCE OF PURCHASE ORDERS BY NICOR, AND THE ISSUANCE OF INVOICES, IS EXPRESSLY CONDITIONED UPON CUSTOMER'S AGREEMENT TO THESE TERMS AND CONDITIONS.

PAYMENT TERMS: Total balance is due per the payment terms listed on Customer's invoice. Prior to NICOR approving a customer for a commercial credit account, all sales will be cash in advance. A \$25.00 fee will be assessed for checks returned to NICOR due to insufficient funds. NICOR reserves the right to change, terminate, or revoke the terms of credit extended to Customer, at its sole discretion and without notice. Customer agrees to indemnify and hold NICOR harmless against all claims, damages, and expenses arising from a hold on Customer's account due to an outstanding debt.

PAST DUE ACCOUNTS: Unpaid balances exceeding credit terms are subject to a monthly interest charge of 1.5% (18% annum).

TAXES: Price of material is sold exclusive of all gross receipts tax, sales or use tax, and similar taxes. Customer agrees to pay all taxes that are assessed in connection with each invoice. Wherever applicable, taxes will be added to the invoice as a separate charge to be paid by the Customer. Customer is required to provide NICOR with an unexpired state Tax Exemption Certificate, issued by the appropriate taxing authorities, in order to be classified as tax exempt.

COLLECTIONS: Customer agrees to pay all reasonable attorney's fees and costs of collection in the event the Customer defaults in payment of credit extended to them. In consideration of NICOR extending credit, the customer hereby waives any claims it may have as a debtor in possession under section 547 of the Bankruptcy Code, as well as any state preference law claims under the respective state statute. Customer agrees to immediately notify NICOR in writing in the event of a change in ownership, character, or name of Customer's business. Customer agrees that all invoices, charges, claims, and accounts hereunder, are specifically payable in the city of Albuquerque, Bernalillo County, New Mexico, where this contract is performable, in whole or in part. A dispute arising out of, or as a result of, these Terms and Conditions, shall be subject to the laws of the State of New Mexico. Venue for any action filed to enforce this Agreement shall be the Second Judicial District Court for the State of New Mexico, or a county chosen at NICOR's sole discretion.

SHIPMENT TERMS: NICOR ships all products via F.O.B. Shipping Point, which means ownership of goods is transferred to the buyer at the time the goods are tendered to the freight carrier.

LIMITATION AND EXCLUSION OF WARRANTIES: NICOR's limited warranty is set forth on the reverse side (second page) of our invoices. It is incorporated by reference into these Terms and Conditions.

SPECIAL ORDERS: Customer purchase orders for product requiring special application, or for product that is manufactured based on Customer's specifications, or for non-stock material, ("Special Orders"), will be non-cancellable and non-returnable.

INSPECTION: Customer is responsible for thoroughly inspecting goods promptly upon delivery. Customer shall notify NICOR in writing within five (5) business days from the date of receipt of shipped product of any non-conformity or defect. Failure to do so shall be deemed a waiver of Customer's right to revoke or reject product as non-conforming or defective at a later date.

RETURN POLICY: A valid Return Goods Authorization (RGA) must accompany all returns. Return requests may be submitted online at www.nicorlighting.com/returns. Returned product that is in good, resale-able condition will be subject to a 35% restocking fee. Please visit our website for complete details.

FORCE MAJEURE: If delivery is delayed by 30 days or more, by a cause attributable to NICOR, Customer shall have the right to cancel order without being assessed a cancellation fee. NICOR is not liable for a failure to ship, or delays in shipment, including but not limited to, causes by force majeure or acts of nature (such as hurricane, flood, earthquakes, volcanic eruption, etc.) or from extraordinary circumstances beyond the control of either party (such as war, strike, riot, civil disturbance, embargo, etc.).

WAIVER: NICOR's waiver, or failure, to enforce a breach of these Terms and Conditions by Customer, shall not constitute or be construed as a waiver by NICOR of any further or subsequent breach by Customer.

ENTIRE AGREEMENT: These Terms and Conditions may not be modified or changed except by written document signed by a NICOR authorized representative. Receipt by NICOR of Customer's purchase order(s) will be deemed an automatic acceptance by Customer of NICOR's Terms and Conditions.

BY SIGNING THIS AGREEMENT, YOU ACKNOWLEDGE YOUR AUTHORITY TO BIND THE APPLICANT (CUSTOMER) TO THE TERMS AND CONDITIONS STATED HEREIN.

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

Print Name: \_\_\_\_\_ Title: \_\_\_\_\_

Signature of Authorized Representative: \_\_\_\_\_