



# PANTHER EAST

## BLACK CAT FASTENERS



### CREDIT APPLICATION

7928 State Road, Philadelphia, PA 19136 | P (215) 335-6797 F (215) 335-9366  
Servicing the Northeast | Philadelphia, PA | Erie, PA | Manassas, VA

#### BUSINESS INFORMATION

Business name: \_\_\_\_\_

Type of business: \_\_\_\_\_

Business phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Billing address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Shipping address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Date established: \_\_\_\_\_ Tax ID: \_\_\_\_\_

Other names, if any, under which you have been granted credit: \_\_\_\_\_

#### OWNERSHIP/CONTACT INFORMATION

Corp       Partnership       Proprietorship       Other \_\_\_\_\_

President: \_\_\_\_\_ SSN \_\_\_\_\_

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

V-president: \_\_\_\_\_ SSN \_\_\_\_\_

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

Accounts payable/controller: \_\_\_\_\_

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

Email: \_\_\_\_\_

Do you have a parent company? Y  N  If yes, provide parent company name and location:

Parent company name: \_\_\_\_\_

Location: \_\_\_\_\_

## BANK REFERENCES

Bank name: \_\_\_\_\_

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

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

Account number(s): \_\_\_\_\_

Checking: \_\_\_\_\_ Savings: \_\_\_\_\_ Loan: \_\_\_\_\_

Person to contact/title: \_\_\_\_\_

## MAJOR TRADE REFERENCES

1

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

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

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

Person to contact/title: \_\_\_\_\_

Account number: \_\_\_\_\_

2

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

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

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

Person to contact/title: \_\_\_\_\_

Account number: \_\_\_\_\_

3

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

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

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

Person to contact/title: \_\_\_\_\_

Account number: \_\_\_\_\_

4

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

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

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

Person to contact/title: \_\_\_\_\_

Account number: \_\_\_\_\_

**By signing below, the applicant attests that it has reviewed and understands our terms and conditions attached hereto. The applicant's signature further attests its financial responsibility, ability and willingness to pay invoices on such terms and conditions, including to pay within the earlier of (i) 30 days from the date of the sales order and (ii) ten days from the date set forth for payment on the sales order. The applicant agrees that if its account is not paid in accordance with our terms, it will pay a late payment charge on such overdue amounts of 2% per month (effective rate of 24% per annum), or to the extent permitted by law, upon demand of Black Cat, Inc. d/b/a Panther East. The applicant agrees to pay any and all fees associated with the collection of the debt, including, but not limited to, attorneys' fees and court costs. It is also agreed that all items remain the property of Black Cat, Inc. d/b/a Panther East until all amounts owed by the applicant, including finance charges and collection fees (when applicable), are paid in full.**

THE UNDERSIGNED HEREBY CERTIFIES THAT THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT AND AUTHORIZES THE ABOVE LISTED BANK AND TRADE REFERENCES TO RELEASE INFORMATION TO BLACK CAT, INC. d/b/a PANTHER EAST FOR USE IN THE EVALUATION OF THIS CREDIT APPLICATION. ANY CHANGES IN THIS APPLICATION MUST BE SUBMITTED IN WRITING TO PANTHER EAST AT ITS ADDRESS FIRST LISTED ABOVE.

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Print name

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Signature

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Title

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Date

**PURCHASER FURTHER COVENANTS AND AGREES AS FOLLOWS:**

Prices do not include transportation charges, any taxes or other governmental charges upon or with respect to the purchased materials or equipment (collectively, the "Products"). Consequently, in addition to the prices specified, the amount of any such charges and taxes that Black Cat, Inc. d/b/a Panther East ("Panther East") may be required by law to pay or collect shall be paid by Purchaser and may be added to the invoice.

If a common carrier is used to deliver the Products, title to and risk of loss of the Products shall pass to Purchaser upon delivery of the Products to the common carrier and all claims for damage due to shipment or handling shall be made to the common carrier. If Panther East delivers the Products instead of a common carrier, title to and risk of loss of the Products shall pass to Purchaser upon deliver of the Products to Purchaser.

No claim for variances from or shortages in orders will be considered by Panther East unless presented to it in writing within thirty (30) days after receipt by Purchaser of the Products. Delays in delivery or non-conformities in any installments shall not relieve Purchaser of its obligations to accept and pay for remaining installments. In the event of any default by Purchaser in payment of the purchase price or any related taxes or charges due hereunder with respect to any installment, Panther East, without prejudice to any other remedy provided herein or by law, may treat such default as a breach of the entire contract or may defer further deliveries until such default is cured. Subsequent deliveries by Panther East shall not constitute a waiver of any default by Purchaser or in any way affect Panther East's remedies provided herein or by law for any such breach.

There is no right to return the Products other than upon the express written consent of Panther East and in accordance with the terms and conditions set forth by Panther East at such time.

Purchaser grants to Panther East a security interest in the Products until Panther East receives payment in full therefor, and, until such time, Panther East shall be entitled to all of its rights with respect to the Products as a secured party under the Uniform Commercial Code and other applicable law. Purchaser agrees to sign, at Panther East's request, any financing statements necessary to grant Panther East such a security interest, including supplements thereto, and to pay the costs of filing the same and transfer or recordation taxes thereon. Until Panther East's receipt of payment in full of the purchase price and any related taxes or charges owed hereunder, (i) Purchaser will maintain the Products in good condition and repair and will not permit anything to be done that may impair the value thereof, and (ii) without the prior written consent of Panther East, Purchaser will not sell, exchange, lease, or otherwise dispose of any of the Products or permit any lien or security interest to attach thereto except that created hereby and other rights, if any, of Panther East.

In the event that (i) Purchaser defaults by not paying (A) the entire balance due hereunder within the earlier of 30 days of the date of this sales order and 10 days of the date set forth for such payment on the front of this form or (B) all late charges when due, (ii) Purchaser breaches any other covenant contained herein, or (iii) any proceedings are instituted by or against Purchaser under any applicable bankruptcy or insolvency law or for the appointment of a receiver or liquidating trustee for Purchaser, or if Purchaser shall become insolvent, or upon the death, termination, dissolution or liquidation of Purchaser, then, to the extent permissible by law, Panther East shall have the right to (A) declare all unpaid payments immediately due, (B) enter the premises where the Products which are security for the debt evidenced by this document are located and without a breach of the peace and without judicial process, take possession thereof, and (iii) exercise any rights of a secured party under applicable law. PURCHASER UNDERSTANDS AND AGREES THAT PANTHER EAST MAY, TO THE EXTENT PERMISSIBLE BY LAW, REPOSSESS AND TAKE BACK THE PRODUCTS IN WHICH IT HAS A SECURITY INTEREST WITH OR WITHOUT LEGAL PROCESS OR COURT PROCEDURE. Purchaser agrees that, upon default by Purchaser hereunder, Purchaser shall pay all costs of collection and enforcement of this agreement, including, but not limited to, attorneys' fees.

The Products carry only the original manufacturer's warranty, if any. PANTHER EAST HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, WRITTEN, ORAL OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THIS DISCLAIMER BY PANTHER EAST IN NO WAY AFFECTS THE TERMS OF THE MANUFACTURER'S WARRANTY, IF ANY.

IN NO EVENT SHALL PANTHER EAST BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE. PANTHER EAST'S LIABILITY ON ANY CLAIM, WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, SHALL IN NO CASE EXCEED THE PURCHASE PRICE ALLOCABLE TO THE PRODUCTS.

This agreement shall be governed by, and construed in accordance with, the laws of the Commonwealth of Pennsylvania, without giving effect to any other choice of law or conflict of law provision or rule of the Commonwealth of Pennsylvania or otherwise that would cause the application of the laws of any jurisdiction other than the Commonwealth of Pennsylvania.

Purchaser hereby (i) irrevocably and unconditionally submits to the jurisdiction of the state courts of Pennsylvania and the United States District Court for the Eastern District of Pennsylvania, for the purpose of any suit, action or other proceeding arising out of or based upon this agreement, (ii) agrees not to commence any suit, action or other proceeding arising out of or based upon this agreement except in the relevant above-named courts, and (iii) hereby waives, and agrees not to assert, by way of motion, as a defense, or otherwise, in any such suit, action or proceeding, any claim that it is not subject personally to the jurisdiction of the relevant above-named courts, that its property is exempt or immune from attachment or execution, that the suit, action or proceeding is brought in an inconvenient forum, that the venue of the suit, action or proceeding is improper or that this agreement or the subject matter hereof may not be enforced in or by such court.

The signatory below represents and warrants that he/she has proper authority and power to bind Purchaser.

\_\_\_\_\_  
Authorized signature (officer/owner)

\_\_\_\_\_  
Company (legal name)

\_\_\_\_\_  
Print name and title

\_\_\_\_\_  
Date