



## Application and Agreement for Commercial Credit (Page 2)

### BANKING REFERENCE

Bank Name \_\_\_\_\_ Checking Account No. \_\_\_\_\_  
Street / P.O. Box \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Phone \_\_\_\_\_ Fax \_\_\_\_\_ Bank Contact \_\_\_\_\_

### ABOUT YOUR BUSINESS

Your Annual Sales \_\_\_\_\_ Date Business Established \_\_\_\_\_ Credit Limit Desired \_\_\_\_\_

No. of Employees \_\_\_\_\_ No. of Service Vehicles \_\_\_\_\_ Dunn & Bradstreet # \_\_\_\_\_

- Yes  No Applicant requires a Monthly Statement? If yes, Statement Type  Open Item  Balance Forward
- Yes  No Applicant will accept Fax Invoices?
- Yes  No Applicant will accept Back Orders?
- Yes  No Applicant requires a P.O.?
- Yes  No Applicant authorizes First Supply LLC to deliver product without delivery receipt acknowledgement?
- Yes  No Has applicant ever been in business under any other name? If yes, what name? \_\_\_\_\_
- Yes  No Has Applicant or any of Applicant's principals ever been bankrupt, surrendered collateral, had or have any judgement, liens or other legal proceedings against you? If yes, Please attach details with this application

### CREDIT AND SECURITY AGREEMENT

The undersigned represents that he or she is authorized to act for Applicant and agrees on behalf of the Applicant as follows: Supplier is authorized to obtain and release any necessary information needed to decide whether to extend credit to Applicant. Any indebtedness incurred by Applicant to Supplier will be for business purposes. Any indebtedness incurred by Applicant to Supplier will be paid in full according to Supplier's terms on the Supplier's invoice reflecting such indebtedness, unless otherwise agreed in writing by Supplier. Any indebtedness not paid when due will be subject to a late payment penalty of 2% per month, compounded monthly, (or the highest rate permitted by applicable law, whichever is less) until paid in full. Applicant hereby grants Supplier a security interest in all equipment, fixtures, inventory (including all goods held for sale, lease or demonstration or to be furnished under contracts of service, goods leased to others, trade-ins and repossessions, raw materials, work in process and materials or supplies used or consumed in Applicant's business), general intangibles, accounts, contract rights, chattel paper and instruments, now owned or hereafter acquired by Applicant (or by Applicant with spouse), and all additions and accessions to, all spare and repair parts, special tools, equipment and replacements for, all returned or repossessed goods the sale of which gave rise to, and all proceeds and products of the foregoing ("Collateral"), wherever located, to secure all indebtedness of Applicant to Supplier arising out of any credit granted by Supplier to Applicant (whether granted in the past, contemporaneously or in the future). Applicant also hereby grants a Purchase Money Security Interest to Supplier in goods purchased by Applicant from Supplier. Applicant further hereby authorizes Supplier to sign financing statements on Applicant's behalf. To the extent not prohibited by law, **Applicant will pay all costs and attorney fees incurred by Supplier in enforcing this Credit and Security Agreement.** Applicant agrees that returned materials will be subject to a restocking charge. Jurisdiction shall be at Supplier's discretion.

**The undersigned individual who is either a principal of the Applicant or a sole owner of the Applicant, recognizing that his or her individual credit history may be a factor in the evaluation of the credit history of the Applicant, hereby consents to and authorizes the use of credit reports on the undersigned and the Applicant by the above named Supplier, from time to time as may be needed, in the evaluation process.**

**Additionally, the undersigned acknowledges receipt of and agrees on behalf of Applicant to Supplier's General Terms and Conditions of Sale (located on page 3 of this document). It is understood that any revisions of the present Terms and Conditions of Sale will be provided in writing and will be sent to Applicant via U.S. Mail. An additional signature at that time will not be required.**

\_\_\_\_\_ Date

\_\_\_\_\_ Title

\_\_\_\_\_ Printed Name

\_\_\_\_\_ Signature

## Application and Agreement for Commercial Credit (Page 3)

### GENERAL TERMS AND CONDITIONS OF SALE

The following terms and conditions govern the sale of goods by First Supply LLC. It is important that we formalize our agreement to avoid future misunderstandings. Please do not consider these terms as a shield between us. Your continued satisfaction and good will is our primary objective. As used below, "we", "us" and "our" refer to us as the Seller and "you" and "your" refer to you as the Buyer.

1. **Inspection/Acceptance:** You will have 72 hours from the time you receive the goods to inspect and reject them. After 72 hours, the goods will be deemed accepted unless you have notified us in writing of their rejection and the claimed nonconformity. We do not authorize any returns without our prior written approval. We will have the right to cure any non-conformity within a reasonable time after we receive notice.
2. **Delivery:** The goods will be deemed delivered when placed in the hands of the carrier or shipper (which we will select absent your specific instructions) at our warehouse or other place of business. You will assume all risk of loss or damage to the goods at the time of delivery.
3. **Payment:** If the goods are not shipped C.O.D., payment for the goods must be made in full within 30 days of the date of our invoice, unless other payment terms have been agreed to in writing between us. Payments not made when due will accrue a late payment charge on the unpaid amount until paid at the rate of 24 percent per annum or the maximum rate allowed by law, whichever is less. We reserve all remedies with regard to past due amounts including, without limitation, the right to suspend further shipments on any orders which you have placed with us. If delivery is made in installments, payment is due under the above terms with regard to each installment.
4. **Taxes:** All taxes which are presently or hereafter imposed on the use, sale, or delivery of the goods will be charged to you in addition to the purchase price. If you claim any exemption from taxes, we may require you to certify and/or document your eligibility for that exemption.
5. **Warranties:** The only warranties on the goods are those provided by the manufacturer, if any. We are not a co-warrantor or party to any manufacturer warranty. As a non-manufacturer seller of the goods to you, **WE EXPRESSLY DISCLAIM ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**
6. **Limitation of Damages:** **UNDER NO CIRCUMSTANCES WILL WE BE LIABLE TO YOU OR TO ANY OTHER PERSON FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES ARISING FROM OR CONNECTED WITH THE SALE OR USE OF THE GOODS.** This exclusion of liability for consequential or incidental damages includes, without limitation, liability for lost profits, loss of time, use of equipment or good will, expenses incurred in replacing goods, damage to or replacement of equipment or property, and any other loss or damage of an economic nature. Our total liability with regard to any goods will not exceed the amount that we are paid for those specific goods. This paragraph applies to all claims whether asserted under contract, tort, statute, or any other legal theory.
7. **Indemnification:** In accepting the goods, you agree to defend, indemnify and hold us harmless from all claims made by any third person arising out of or connected with the sale or use of those goods.
8. **Returns:** No return of any goods will be accepted without our prior written authorization. We reserve sole discretion whether or not to authorize the return of any goods. Normally, we will require a handling or restocking charge of at least 15% of the purchase price for stock goods which you request authorization to return within 72 hours of delivery and at least 25% of the purchase price for any other goods. Any goods which we authorize for return must be delivered to us undamaged, unused and in their original packaging and shipped F.O.B. our warehouse. Returned goods must be accompanied by our return authorization number, invoice reference number, date of purchase and a statement of the reason for the return.
9. **Installation:** All price quotes are for goods without installation. We assume no responsibility for installation of the goods.
10. **Security Interest:** By accepting the goods, you agree to grant us a purchase money security interest in them until you have paid for them in full. If requested by us, you will sign any documents necessary for us to perfect this security interest.
11. **Suspension of Performance:** If we are unable to deliver the goods or perform any other obligation with regard to them due to an act of God, our inability to obtain supplies, fire, accident, failure of machinery or transportation, governmental action, labor dispute, or other reason beyond our control, our obligation to deliver the goods or other performance will be suspended to the extent made necessary by such an event.
12. **General:** The terms of sale set forth in this document will be the only terms governing this transaction and constitute the sole and final agreement between us with regard to this transaction. Any additional or different terms or conditions set forth in any other document are hereby objected to by us. We disclaim any statements or representations regarding the goods or this transaction unless they are expressly set forth in this document. We will not be bound by any modification of the terms of this document unless such modification is contained in the writing signed by our authorized representative. This transaction will be governed by the laws of the state of Wisconsin.

## Application and Agreement for Commercial Credit (Page 4)

### GUARANTEE OF PAYMENT

This credit application is made to First Supply LLC ("Supplier"), its successors and related companies for the purpose of inducing the aforementioned companies to extend credit to:

("Applicant") and in consideration thereof, the undersigned guarantor(s) hereby jointly and severally, personally, and unconditionally guarantee payment when due, or, to the extent not prohibited by law, at the time the Applicant becomes subject to bankruptcy or other insolvency proceedings, of any and all indebtedness, including costs and reasonable attorneys fees of collection ("Indebtedness"), which may at any time and from time to time be owing to Supplier by Applicant. The undersigned jointly and severally further agrees to perform all covenants agreed to between Applicant and Supplier. To the extent not prohibited by law, each guarantor hereunder expressly waives notice of the acceptance of this Guarantee, the creation of any present or future Indebtedness to Supplier, default under any Indebtedness, proceedings to collect from Applicant or anyone else, and all diligence of collection and presentment, demand, notice and protest and any right to disclosures from Supplier regarding the financial condition of Applicant or other guarantor of the Indebtedness or the enforceability of the obligation to pay the Indebtedness. Any of the undersigned who is at any time an "insider" of the Applicant as defined in the United States Bankruptcy Code irrevocably waives and disclaims all rights to payment and claims for reimbursement, subrogation, contribution or indemnification the undersigned may now have or hereafter acquire against the Applicant as a guarantor of the Indebtedness. No claim, including a claim for reimbursement, subrogation, contribution or indemnification which any of the undersigned who is not an "insider" may, as a guarantor of the Indebtedness, have against a co-guarantor of any of the Indebtedness or against the Applicant shall be enforced nor any payment accepted until the Indebtedness is paid in full and no payments to or collections by Supplier are subject to any right of recovery. This Guarantee shall continue in full force and effect with respect to any guarantor until such time as Supplier shall have received from the guarantor written notice of revocation by registered or certified mail. Such notice of revocation shall be ineffective as to any existing Indebtedness or as to any transaction or commitment previously undertaken by Supplier. This Guarantee benefits Supplier, their successors and assigns, and binds the undersigned, their respective heirs, personal representatives, successors and assigns. This Guarantee is intended by the undersigned and Supplier as a final expression of this Guarantee and as a complete and exclusive statement of its terms, there being no conditions to the full effectiveness of this Guarantee. This Guarantee may not be supplemented or modified except in writing.

**Each of the undersigned personal guarantors, recognizing that his or her individual credit history may be a factor in the evaluation of this personal guarantee, hereby consent to and authorize the use of credit reports on the undersigned by the above-named Supplier from time to time as may be needed in the evaluation process. Each of the undersigned Personal Guarantors further agree to the guarantee of payment set forth above.**

1. Individually, and not as a corporate officer or partner

Date

Social Security No.

Printed Name

Signature

2. Individually, and not as a corporate officer or partner

Date

Social Security No.

Printed Name

Signature

3. Individually, and not as a corporate officer or partner

Date

Social Security No.

Printed Name

Signature