

Application & Agreement for Commercial Credit



Business Name / Address of Applicant

This confidential credit application is made for Rundle Spence Mfg. Co (supplier) to extend credit to:

Full Legal Name _____ Phone _____ Fax _____

County _____ Website _____

Mailing Information

Address _____

City _____

State _____ Zip _____

Shipping Information

Address _____

City _____

State _____ Zip _____

Legal Structure

Federal ID No. _____ D&B No. _____ SIC Code _____

Partnership Corporation Sole Proprietor LLC LLP

Owners, Partners, Corporate Principals, and / or Members

1 Name _____ Address _____ Home Phone _____
Title _____ City _____ Cell Phone _____
Social Security No. _____ State, Zip _____

2 Name _____ Address _____ Home Phone _____
Title _____ City _____ Cell Phone _____
Social Security No. _____ State, Zip _____

3 Name _____ Address _____ Home Phone _____
Title _____ City _____ Cell Phone _____
Social Security No. _____ State, Zip _____

4 Name _____ Address _____ Home Phone _____
Title _____ City _____ Cell Phone _____
Social Security No. _____ State, Zip _____

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Type of Business

- | | | |
|---|--|---|
| <input type="radio"/> Plumbing MP License No. _____ | <input type="radio"/> Contractor | <input type="radio"/> Mechanical |
| <input type="radio"/> Refrigeration
<small>(EPA certificate required to purchase certain refrigerant products)</small> | <input type="radio"/> Excavator | <input type="radio"/> Municipality / Government |
| <input type="radio"/> Other (please specify) _____ | <input type="radio"/> General Contractor | <input type="radio"/> Pump & Well |
| | <input type="radio"/> Heating | <input type="radio"/> Remodeler |
| | <input type="radio"/> Manufacturer | <input type="radio"/> Waterworks |

Date Business Established _____ No. of Employees _____ Annual Sales _____ Credit Limit Desired _____

Do you accept backorders? Yes No Do you require PO Nos.? Yes No

Have you ever been bankrupt, surrendered collateral, had or have any judgments, liens or other legal proceedings against you? Yes No
(If yes, give details)

Have you ever been in business under any other name? Yes No (If Yes, provide Name, Address, City, State, Zip)

Are you exempt from sales tax? Yes No (If Yes, must supply a copy of your Tax Exemption Certificate)

Contacts

Persons authorized to use account

- | | | | |
|---|------------------|-----------|-------|
| 1 | _____ | _____ | _____ |
| | Name | Position | Email |
| 2 | _____ | _____ | _____ |
| | Name | Position | Email |
| 3 | _____ | _____ | _____ |
| | Name | Position | Email |
| 4 | _____ | _____ | _____ |
| | A / P Contact | Phone No. | Email |
| 5 | _____ | _____ | _____ |
| | Purchasing Agent | Phone No. | Email |

Credit Card and Billing

Credit card payment information

_____	_____	_____
Card type	Card no.	Name on card
_____	_____	_____
Expiration date	3 or 4 digit security code	Card billing zip code

Rundle-Spence Mfg. Co. is doing our part for the environment by offering electronic invoicing. We encourage you to participate by selecting a method below.

Invoices : Email Fax Email or Fax No. _____ Mail

Statements: Yes No Email or Fax No. _____ Mail

Trade References

Please supply at least 3 trade references with whom you have a minimum one year history

1	2	3
Company Name	Company Name	Company Name
Contact	Contact	Contact
Address	Address	Address
City	City	City
State Zip	State Zip	State Zip
Phone No.	Phone No.	Phone No.
Fax No.	Fax No.	Fax No.

Banking Reference

Bank name	Phone no.	Fax. no.
Street address or PO Box	City	State Zip
Contact	Checking account no.	

Terms, Conditions and Sales Agreement (continued on next page)

- 1) Acceptance of Terms and Conditions:** Orders are accepted on the basis of terms and conditions in effect at the time the order is received and approved by "SELLER". Acceptance of any products delivered hereunder by "SELLER" or any of its Assignees shall constitute Buyers agreement to the terms and conditions set forth herein or as found in our invoices, pick tickets, and order forms. No considerations stated by Buyer in its offer acceptance shall be binding on "SELLER" if in conflict with, inconsistent with, or in addition to "SELLERS" each time an order is received.
- 2) Prices:** Prices and pricing policies will be those set forth in "SELLERS" price list in effect at the time of shipment. Prices are subject to change without notice.
- 3) Terms of Payment:**
 - a) Unless agreed upon in writing, upon approval of credit, terms of payment shall be 30 days net.
 - b) Past due invoices are subject to service charges of 1-1/2% per month (18% per annum, or the maximum legal rate) from invoice date until paid.
 - c) Orders are subject to a minimum charge of \$20.00 (No minimum on cash sales at our counter)
 - d) Return checks are subject to a \$20.00 charge.
 - e) If Buyer fails to fulfill these terms or if "SELLER" at any time has any doubt as to Buyer's financial responsibility, "SELLER" may demand immediate full payment and decline to make further deliveries except against cash or satisfactory security.
 - f) Any indebtedness owing from Buyer to "SELLER" can be set off and applied by "SELLER" and associated companies on any indebtedness at any time, from time to time, either before or after maturity of demand.
- 4) Deliveries:** All orders are subject to a minimum delivery charge of \$15.00. If order is shipped via "SHIPPERS" truck and the order's value is over \$400.00, this will be waived.
- 5) 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.
- 6) Returns:** Customer must obtain a return goods authorization ("RGA") prior to returning goods. Unless we have erred in filling an order, all returns must be prepaid. All exchanges of product made by our vehicles will be subject to a delivery charge. No merchandise will be accepted for return which was special ordered. We reserve the right to determine if the Buyer has abused the item in question. If it can not be returned to stock, credit will not be given. All returns must be accompanied by original shipper or invoice. Orders returned due to customer error must be prepaid and are subject to restocking charges. No material will be accepted without a "RGA". No returns after 60 days.

Terms, Conditions and Sales Agreement (continued)

- 7) Taxes:** Buyer agrees to indemnify "SELLER" against payment of taxes, whether or not included on Buyer's original invoice.
- 8) Title:** Title and security interest to the merchandise shall remain in "SELLER" until payment to "SELLER" of full purchase price by Buyer. "SELLER" retains the right to repossess and any other remedies provided by law.
- 9) 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.
- 10) 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.
- 11) Limitation of Liability:** IN NO EVENT SHALL "SELLER" BE LIABLE FOR LOSS OF PROFITS, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF ANY BREACH OF THE AGREEMENT OR OBLIGATIONS UNDER THIS AGREEMENT, NOR SHALL "SELLER" BE LIABLE FOR ANY DAMAGES CAUSED BY DELAY IN DELIVERY, INSTALLATION OR FURNISHING OF THE MERCHANDISE OR SERVICES BY ANY MANUFACTURER OF MERCHANDISE OR OTHERWISE.
- 12) 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.
- 13) 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.
- 14) Installation:** All price quotes are for goods without installation. We assume no responsibility for installation of the goods.
- 15) 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.

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 primarily for business purposes. Any indebtedness incurred by Applicant to Supplier will be paid in full according to supplier's terms of 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 1.5% 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), documents relating to inventory, 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). Company 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 Applicants 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. If Applicant is married, Applicant represents that all indebtedness to Supplier is incurred in the interest of his or her marriage or family. We agree that returned materials will be subject to a restocking charge. Jurisdiction shall be at Supplier's discretion.

Signature

Print Name

Title

Date

Personal Guaranty

In consideration of creditor extending credit to customer, the undersigned guarantor(s) hereby jointly and severally, personally and unconditionally guarantee full and prompt payment of past, present, and future obligations and terms due creditor from customer, and/or any successor in interest (corporate or non corporate) to customer's business, hereby waiving notice of acceptance of this guaranty, notice of rendering services and/or sale of goods provided customer by creditor and notice of default or change or extension of credit terms. The undersigned consent to any extension of time for payment and assert that this is a continuing guaranty of payment to creditor until revoked in writing. Any married individual signatory to this application represents that any credit granted pursuant to the subject account is an obligation incurred in the interest of his or her marriage or family. **Individually, and not as a corporate officer or partner.**

Signature

Date

Please Return This Application To:

Rundle-Spence Mfg. Co. • Attn: Credit Department
2075 S. Moorland Road, PO Box 510008
New Berlin, WI 53151-0008

Phone 262-782-3000
Fax 262-782-8470