

APPLICATION FOR CREDIT

rev tpm0410



Distributor Service, Inc.

1 Dorrington Road
Carnegie, PA 15106
Phone: 800-745-1778
Fax: 412-279-6687

distributorserviceinc.com

DISTRIBUTOR USE ONLY

ACCOUNT NO. CB: _____

ACCOUNT NO. C: _____

Sales Rep. Name & No: _____

Division No. _____

Credit Line Extended: \$ _____

Approval & Date _____

Revised Line: \$ _____

Approval & Date _____

GENERAL INFORMATION

Corporate Name (Legal Name) _____

Trade Name (dba) _____

BILL TO

SHIP TO

Name _____

Name _____

Address _____

Address _____

City _____ State _____ Zip Code _____

City _____ State _____ Zip Code _____

Phone No. _____ Fax No. _____

Phone No. _____ Fax No. _____

Cell Phone: _____ E-mail: _____

Cell Phone: _____

Person to Contact - Accounts Payable: _____ Times Open for Delivery: _____ to _____

Preferred Invoicing Method: Mail Fax Email Forklift: Yes No Estimated Monthly DSI Purchases: \$ _____ Purchase Order Required? Yes No

BUSINESS INFORMATION

Type of Business: _____ Months / Years Under Current Ownership: _____ / _____
Months _____ Years _____Corporation Proprietorship Partnership Limited Liability Corporation

Number of Employees: _____

State of Incorporation: _____

*If tax exempt, please attach tax exemption certificate*Tax Exempt: Yes No State Tax ID No: _____ County: _____Property is: Owned: Leased: Name of Landlord or Mortgage Holder: _____

COMPLETE THE FOLLOWING FOR CORPORATE OFFICERS, PARTNERS, MEMBERS OR PROPRIETORSHIP

Name _____ Social Security No. _____ Title _____

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BANKING INFORMATION

Bank Name _____ Checking Account No. _____

Address _____ Loan Account No. _____

City _____ State _____ Zip Code _____ Phone No. _____

Contact _____

TRADE REFERENCES

1) Name _____ Account No. _____ Phone No. _____

Address _____ City State & Zip Code _____ Fax No. _____

2) Name _____ Account No. _____ Phone No. _____

Address _____ City State & Zip Code _____ Fax No. _____

3) Name _____ Account No. _____ Phone No. _____

Address _____ City State & Zip Code _____ Fax No. _____



TERMS AND CONDITIONS

FAIR CREDIT REPORTING NOTICE:

Please be advised that inquiry will be made on references provided by you, as well as others obtained through credit reporting agencies. Additionally, you are provided notice that if you are granted an extension of credit through Distributor Service, Inc., our experience with you (i.e. payment history) will be reported to a credit reporting agency.

- 1). **Representations.**
 - A). The undersigned applicant, purchaser, customer and/or guarantor (hereinafter referred to as "Purchaser") has the authority to enter into this Agreement and any persons signing it on Purchaser's behalf has been duly authorized to execute this Agreement on behalf of the Purchaser.
 - B). Any and all information now or hereafter furnished to Distributor Service, Inc. (hereinafter referred to as "Seller"), by Purchaser, or at Purchaser's request or instruction is true and correct in all respects.
- 2). **Credit Terms. NET 30.** In the event Seller agrees to provide Purchaser credit, Purchaser agrees to pay all invoices pursuant to the terms of "NET 30, Seller reserves the right to alter or terminate the Terms And Conditions in its sole discretion at any time. Payments shall be sent directly to Distributor Service, Inc. "Seller" indicate on their invoices provided represent the billing document. It is the Purchaser's responsibility to mail or deliver payment for invoices so that the Seller receives within 30 days of the invoice date. **The Purchaser agrees to pay Seller \$35.00 for each check returned by the Purchaser's bank.**
- 3). Purchaser will, upon demand, establish the correctness of any information supplied to Seller and will promptly notify Seller of any adverse changes in any information supplied and of any change in Purchaser's residence, chief place of business or mailing address and of any change of address to which notices should be sent.
- 4). Purchaser will execute additional agreements, assignments or documents deemed necessary or advisable by Seller to carry out the purpose(s) of this Agreement 5). Purchaser will, if purchaser, any present endorser, surety or guarantor dies or at Seller's option, pay all Purchaser's then outstanding indebtedness or substitute an endorser, surety or guarantor acceptable to Seller in the Seller's sole discretion.
- 6). **Default and Remedies.** The failure to pay an invoice in accordance with these Terms And Conditions is a default under this Agreement. In the event of a default and without further notice, Seller may (a) **offset any monies owed** to Seller with credit balances on Purchaser's account, marketing funds, or any amounts due to Purchaser, (b) **terminate any further extensions of credit, delivery** of goods or use of loaned equipment or fixtures, (c) **institute legal action** to recover balances due under any outstanding invoices and for the return of any equipment or fixtures, and (d) **demand adequate assurance** for future performance. Purchaser understands and agrees in the event any warranty or representation is false or believed in good faith by Seller to be false; any covenant or agreement is violated; or Seller in its sole discretion deems itself insecure (because the prospect of payment is impaired or the prospect of performance of any covenant or agreement is impaired). Seller, in addition to any remedies provided by law or this Agreement, and to the extent provided by law may declare that a default has occurred. In addition, Seller shall have all the remedies of a seller under the Uniform Commercial Code and any applicable by law. In the event the Purchaser's account is turned over for collection, Purchaser agrees to pay reasonable collection costs incurred by Seller in pursuing the collection, irrespective of whether a lawsuit is actually filed.
- 7). **Default Interest.** Purchaser agrees that it shall pay the entire invoice price according to the terms and failure to pay entire amount shall entitle Seller to **one-and-a-half percent (1 1/2%) interest per month** on the unpaid delinquent balance.
- 8). **Change of Ownership.** Purchaser agrees to notify Seller by certified mail of any change in ownership of the purchaser and further agrees to be liable for all purchases should the undersigned fail to comply with said notification.
- 9). **Financial and Other Information.** Purchaser agrees to provide financial statements and supporting information to Seller upon request. Seller agrees to keep this information confidential and only use for credit.
- 10). **CONFESSION OF JUDGMENT.** Purchaser does hereby empower any attorney of any court of record within the United States, or elsewhere to appear for it, and with or without declaration filed, CONFESS JUDGMENT against it and in favor of said Seller, its successors and assigns, as of any term for the above sum with cost of suit and reasonable attorney's fees for collection, and release of all errors, without stay of execution and inquisition and extension upon any levy is hereby waived, and condemnation agreed to and the exemption of all property from levy and sale on any execution thereon is also expressly waived, and no benefit of exemption shall be claimed under by virtue of any exemption law now in force or which may be hereinafter passed.
- 11). **PERSONAL GUARANTEE.** In consideration of the credit which has been, or which may in the future be, extended to Purchaser, the undersigned, if signing on behalf of a corporation, partnership or other entity, hereby PERSONALLY GUARANTEES the prompt and full payment of all amounts now or hereafter owing by Purchaser to Seller. The undersigned further agrees that the foregoing guarantee is continuing, absolute and unconditional a undersigned without first proceeding against Purchaser and waives any right to be released by reason of any extension of time or change in terms of payment and any other defense now or hereafter available, except the defense of payment.
- 12). **Title and Security Interest.** Purchaser hereby grants Seller a security interest in all goods and materials sold by Seller. Further, Purchaser hereby authorizes Seller to file Uniform Commercial Code financing statements and other documents on behalf of the Purchaser for the purpose of perfecting such security interest.
- 13). **Governance.** This Application shall for all purposes be governed by and construed and enforced in accordance with the substantive law of the Commonwealth of Pennsylvania without giving effect to the conflict of laws principles.
- 14). **Law and Venue.** Purchaser consents and agrees that all legal proceedings relating to the subject matter of the Application may be maintained in courts sitting within the county of Allegheny, Commonwealth of Pennsylvania or the United States Court for the Western District of Pennsylvania and Purchaser hereby consents and agrees the jurisdiction and venue shall be proper in such courts. Purchaser furthermore consents to the exercise of jurisdiction by said courts over Purchaser.
- 15). **No Amendment to or Modification.** No amendment to or modification of this Application For Credit shall be effective unless set forth in writing and signed by the Purchaser and Seller.
- 16). The enclosed information is for the purpose of obtaining credit and is warranted to be true. I/We authorize Seller to investigate my/our credit, including credit reports and the references listed, pertaining to my/our credit and financial responsibility.

Signature

Title

Date