



Approved: \_\_\_\_\_  
Credit Limit: \_\_\_\_\_  
Terms: \_\_\_\_\_

### Business Credit Application Confidential Information

(Please print or type)

Bill To:	
Company Name	_____
Trade Name/DBA	_____
Address	_____
City/State/Zip	_____
Phone Number	_____
Fax Number	_____
Web Site/Email	_____

Ship To:	
Company Name	_____
Trade Name/DBA	_____
Address	_____
City/State/Zip	_____
Phone Number	_____
Fax Number	_____
Web Site/Email	_____

Year Business Started: \_\_\_\_\_  
State of Incorporation: \_\_\_\_\_  
Parent Company: \_\_\_\_\_  
Estimated Annual Sales \$: \_\_\_\_\_  
Customer to be charged sales tax?  Yes  No (Submit Resale Cert)

Corporation  LLC  Partnership  Proprietorship  
State ID #: \_\_\_\_\_  
Number of Employees: \_\_\_\_\_  
Federal Tax Number: \_\_\_\_\_

Names of Owners or Officers and Titles	
Name: _____	Name: _____
Title: _____	Title: _____
Home Address: _____	Home Address: _____
Email Address: _____	Email Address: _____
Social Security Number: _____	Social Security Number: _____
Home Phone Number: _____	Home Phone Number: _____
Owner/Officer Experience: _____	Owner/Officer Experience: _____



Initial Credit Line Requested: \_\_\_\_\_

Requested COD:  Yes  No

Payment terms Requested: \_\_\_\_\_

Attached Financial Statement or latest federal tax return with schedules:  Yes  No

**Applicants who are unable to provide complete financial statements or tax returns shall be required to put up sufficient collateral (as determined by WAI) to secure the credit line, and shall execute a security agreement and corresponding UCC-1 Financing Statement as a prerequisite to the extension of credit**

**Contacts:**

Name	Department	Telephone No.	Fax No.	E-Mail Address
	Accounts Payables			
	Finance			
	Purchasing			



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

**Trade References**

Name: \_\_\_\_\_ Email Address: \_\_\_\_\_  
Address: \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_  
Account Number: \_\_\_\_\_ Contact Name: \_\_\_\_\_

Name: \_\_\_\_\_ Email Address: \_\_\_\_\_  
Address: \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_  
Account Number: \_\_\_\_\_ Contact Name: \_\_\_\_\_

Name: \_\_\_\_\_ Email Address: \_\_\_\_\_  
Address: \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_  
Account Number: \_\_\_\_\_ Contact Name: \_\_\_\_\_

Name: \_\_\_\_\_ Email Address: \_\_\_\_\_  
Address: \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_  
Account Number: \_\_\_\_\_ Contact Name: \_\_\_\_\_

**Banking Information**

Name of Bank: \_\_\_\_\_  
Address: \_\_\_\_\_  
City, State, Zip \_\_\_\_\_  
Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_  
Contact Name: \_\_\_\_\_ Email Address \_\_\_\_\_

Name of Bank: \_\_\_\_\_  
Address: \_\_\_\_\_  
City, State, Zip \_\_\_\_\_  
Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_  
Contact Name: \_\_\_\_\_ Email Address \_\_\_\_\_



## TERMS AND CONDITIONS OF SALES/CREDIT AGREEMENT

1. In consideration of Wetherill Associates, Inc. (WAI) extending credit, and/or supplying goods and/or services, Applicant agrees to pay WAI for all items delivered by WAI to, or at the request of Applicant by payment date set forth on the WAI invoice statement, price list or contract, as applicable (hereinafter collectively referred to as "WAI Invoice"). All accounts are due and payable at the remittance address shown on the WAI Invoice. Any amounts past due (not paid by payment date) shall be subject to a service charge of 1.5% per month or the highest legal rate (whichever is less) until such amounts are paid. Applicant agrees to pay the costs of the collection of any past due amounts including but not limited to reasonable attorney fees. C.O.D. restrictions may be placed on any past due account. WAI reserves the right, at its sole discretion and without notice, to cancel all available credit and refuse to make future advances.
2. Applicant agrees that each of the terms and conditions of this Sales Credit Agreement, each of the terms and conditions stated on the WAI Invoice and any other written contract of sale shall be a term of each sale from WAI to applicant.
3. As further consideration for WAI extending credit and/or supplying goods and services, Applicant warrants that all information given in this application and any accompanying financial statement is true and correct. Applicant understands it has a continuing duty to inform WAI of any material change to the information provided or to its financial condition for as long as any amounts due to WAI is outstanding.
4. Applicant agrees that the jurisdiction for all actions or suits for breach of these terms and conditions or for Applicant's breach or failure to make timely payment may be instituted or maintained in the state or federal courts of any state in which WAI has offices or transacts business, at WAI's sole and absolute discretion. Applicant further agrees to venue within such state as determined by counsel for WAI. Applicant further waives the benefits, if any, of any statutes or rules of court permitting a change of venue, removal, dismissal or consolidation which would have the effect of adjudicating any dispute under this Agreement, or pursuant to any action or suit to recover the balance of Applicant's account, in any court other than that selected by WAI and its counsel. **ADDITIONALLY, IN CONNECTION WITH ANY ACTION OR SUIT BROUGHT FOR BREACH OF THESE TERMS AND CONDITIONS OR FOR APPLICANT'S BREACH OR FAILURE TO MAKE TIMELY PAYMENT, THE APPLICANT HEREBY EXPRESSLY WAIVES ITS RIGHT TO TRIAL BY JURY.**
5. These Terms and Conditions of Sales/Credit Agreement, any written contract between Applicant and WAI and the terms and conditions set forth on the WAI Invoice submitted to Applicant by WAI, represent the entire agreement of the parties who expressly agree to be bound by said terms and conditions. No modification, addition to, or waiver, of any of the terms and conditions set forth herein, any written contract between the parties or those set forth in WAI's Invoice including any modification by any purchase order or similar document shall be effective unless expressly agreed to in writing by WAI.
6. WAI shall not be liable for delay or non delivery occasioned by any reason or cause which is beyond WAI reasonable control. WAI liability, in any event, shall be limited to direct compensatory damages. **ALL INCIDENTALS, CONSEQUENTIAL, PUNITIVE AND SPECULATIVE DAMAGES, INCLUDING LOSS OF PROFITS OR MARKET SHARE SHALL BE EXCLUDED.**
7. Applicant gives permission to WAI to contact the reference listed herein or any other sources of credit information for the purpose of obtaining information relative to a credit decision. This permission shall be in effect so long as applicant seeks credit, purchases product and/or is indebted to WAI. Applicant gives permission for suppliers, references, banks and lending institutions to release information to WAI pertinent to the extension of credit. Credit policies are subject to change upon written notice by WAI and Applicant agrees to abide by the established policies. Applicant authorizes WAI to share credit reference experience with legitimate inquiring creditors. Applicant shall within ten (10) business days of WAI's demand, supply WAI with any financial information requested by WAI. This obligation shall be in effect so long as applicant seeks credit, purchases product and/or is indebted to WAI.
8. Any waiver of one or more of the above terms and conditions by WAI shall not be deemed as a waiver of any such term or condition in the future.
9. Applicant certifies that this request is for the extension of credit for business purposes only and is not intended for the extensions of credit for personal, family or household purposes.

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Applicant Initials



I certify that I have the authority to bind the Applicant and have on behalf of the Applicant read the Terms and Conditions of the application and agree that these Terms and Conditions will apply to all transactions for the purchase of WAI product and I declare under penalty of perjury under the laws of the United States of America that all the information provided me in this credit application form is true and correct.

Name (Print): \_\_\_\_\_

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

Signature: \_\_\_\_\_

Name (Print): \_\_\_\_\_

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

Signature: \_\_\_\_\_

Notice: The Federal Equal Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided applicant has the capacity to enter into a binding contract); because of or part of the applicant's income derives from any public assistance program; or because the applicant has, in good faith, exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with the law concerning this credit is the Federal Trade Commission, Division of Credit Practices, 6<sup>th</sup> and Pennsylvania Avenue, NW, Washington, D.C. 20580.