



GM Approval _____
Credit Limit _____
Credit Dept Approval _____
Date _____

**CONFIDENTIAL CREDIT APPLICATION**

Legal Name of Firm: \_\_\_\_\_ Phone: ( ) \_\_\_\_\_

Trade Name \_\_\_\_\_ E-mail address: \_\_\_\_\_

**Correspondence** Address: \_\_\_\_\_ Fax: ( ) \_\_\_\_\_

City \_\_\_\_\_ County \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

**Bill To** Address: \_\_\_\_\_ Fax: ( ) \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

**Ship To** Address \_\_\_\_\_

City \_\_\_\_\_ County \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Nature of Business: \_\_\_\_\_ Years In Business: \_\_\_\_\_

Tax Exempt/Resale No.: \_\_\_\_\_ **(Please submit copy of exemption or resale certificate)**

Federal ID #: \_\_\_\_\_

Annual Sales Revenues: \_\_\_\_\_ Credit Line Requested: \_\_\_\_\_

Type of Ownership: Individual  Proprietorship  Partnership  Corporation  LLC State of Incorporation \_\_\_\_\_

Are Business Premises: Owned \_\_\_\_\_ Leased \_\_\_\_\_ Value \$ \_\_\_\_\_

Mortgage on Machinery or Equipment \$ \_\_\_\_\_ Held by \_\_\_\_\_

Do you pledge or borrow on your accounts receivable and/or inventory \_\_\_\_\_ From Whom? \_\_\_\_\_

Please attach a copy of your most recent financial statement, which will be held in strict confidence.

Principal Owners and Officers: (Please Sign on Page 3)

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

Home Address: \_\_\_\_\_ SS#: \_\_\_\_\_

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

Home Address: \_\_\_\_\_ SS#: \_\_\_\_\_

**Bank & Trade References**

1. Bank: \_\_\_\_\_

Account No.: \_\_\_\_\_ Contact \_\_\_\_\_

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

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

Phone: ( ) \_\_\_\_\_ Fax \_\_\_\_\_

3. Major Supplier: \_\_\_\_\_

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

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

Phone: ( ) \_\_\_\_\_ Fax \_\_\_\_\_

2. Major Supplier: \_\_\_\_\_

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

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

Phone: ( ) \_\_\_\_\_ Fax \_\_\_\_\_

4. Major Supplier: \_\_\_\_\_

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

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

Phone: ( ) \_\_\_\_\_ Fax \_\_\_\_\_

## Star Hardware Charge Account Information

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

Accounts Payable Contact: \_\_\_\_\_ Email: \_\_\_\_\_

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

Billing Address: \_\_\_\_\_ City: \_\_\_\_\_ ST: \_\_\_\_\_ Zip \_\_\_\_\_

Person authorized to release payments (if different): \_\_\_\_\_

Address if Different: \_\_\_\_\_

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

\*\*\*\*\*

Do you require Purchase Orders? Yes\_\_\_ No\_\_\_ If yes, do you require us to obtain a physical copy of your purchase order, or just a PO number to reference on the invoice?

Physical: \_\_\_\_\_ Number: \_\_\_\_\_

Please provide the names of persons authorized to charge on this account. (Attach list if necessary)

_____	_____
_____	_____
_____	_____

Please provide us with any special billing requirements you may have. Star Hardware will try to accommodate these needs, however, we cannot guarantee this.

\_\_\_\_\_  
\_\_\_\_\_

This information sheet is an addendum to the standard credit application.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name of Signatory

\_\_\_\_\_  
Title

## TERMS AND CONDITIONS

### 1. CUSTOMER'S OBLIGATIONS.

**A. Payments.** Payments for all purchases are due within the terms shown on each invoice.

**B. Late Payment Penalty.** If any payment is not received by Supplier on or before the due date, Customer shall be in default under this Agreement and late payment penalty shall be added to the total of each overdue invoice in an amount equal to one and one-half percent (1.5%) per month of the total of each overdue invoice from the date following the due date until the date the balance is paid in full, or the maximum amount permitted by law (whichever is lesser). Customer hereby agrees to pay such late payment penalty in addition to the balance of each invoice.

**C. Collection Costs.** In the event that Customer's account is placed in the hands of an attorney or attorneys for collection, or for representation of Supplier in connection with bankruptcy or insolvency proceedings relating to Customer, Customer promises to pay, in addition to all other amounts otherwise due, the reasonable costs and expenses of such collection, foreclosure and representation, including, without limitation, reasonable attorneys' fees and expenses (whether or not litigation shall be commenced in aid thereof).

**D. Customer Warranty.** Customer represents to Supplier that the application and financial statements provided to Supplier are true, complete and accurate in all respects.

### 2. SUPPLIER'S OBLIGATIONS.

**A. Price Inquiries and Quotes.** The prices of items stocked by Supplier are listed in Supplier's catalog, subject to change without notice. Supplier will respond to price inquiries for special order items that are not regularly stocked by Supplier or that otherwise require special pricing consideration by issuing a "quotation" form. Customer must notify Supplier of any claimed discrepancy between the original inquiry and the Quotation at the time the order is placed. The price quoted in the Quotation will prevail only to the extent it represents materials actually ordered; any deviation therefrom may require a price adjustment. Supplier shall not be bound by clerical errors made on a Quotation. Supplier may at any time in its sole discretion amend, modify, supplement and/or supersede its terms and conditions of sale.

**B. Orders and Acknowledgments.** Whenever possible, following receipt of an order of materials from Customer, Supplier will send to Customer a written acknowledgment of such order (an "Order Acknowledgment"). In the event of any claimed discrepancy between the materials ordered and the materials described on the Order Acknowledgment, Supplier will furnish materials as described in the Order Acknowledgment, unless notified by Customer prior to shipment. Supplier shall not be bound by clerical errors made on an Order Acknowledgment. Availability of materials is dependent upon stock on hand and is subject to change without notice.

**C. Delivery.** The date of shipment of ordered materials shall be as mutually agreed upon by Supplier and Customer and as described on the Order Acknowledgment. In the event that Customer will be unable to accept delivery of the materials on the date specified on the Order Acknowledgment, Customer agrees to notify Supplier as soon as possible after receipt of the Order Acknowledgment and in any event before the delivery date. Supplier will warehouse the materials for a period not to exceed two weeks. In the event that any materials are warehoused by Supplier for a period longer than two weeks, Customer will be charged a storage fee of one-half of one percent (0.5%) per week per invoice total until such time as the order is delivered.

All prices, agreements, contracts and delivery schedules are contingent upon Supplier's ability to procure materials. In the event that delivery is delayed due to a cause beyond Supplier's control, such as Act of God, labor disputes, accidents, fire, weather, embargos, car shortage, or other force majeure events, Supplier shall have no liability in connection with any such delays.

**D. Shortages, Errors and Defective Material.** Defective material, shortages of material, order entry errors and shipping errors must be reported to Supplier immediately upon delivery. Customer must inspect materials upon delivery and note any deficiencies on the shipping document provided to Customer at the time of delivery. By signing the delivery receipt, Customer is acknowledging that all materials were received in good condition. All defective material claims must be filed before installing or applying any finish thereto.

**E. Changes, Cancellations and Returns.** No change to or cancellation of specially ordered or shop-built items ("Non-Stock Items") will be accepted after the manufacture of such items has begun. No Non-Stock Items may be returned for a refund. In-stock material may be returned within thirty (30) days of the invoice date, subject to inspection and approval by Supplier. If approved for return, Customer will receive a refund of the net invoice price less a handling, inspection and restocking charge of twenty percent (20%). No charge will be made for returns due to Supplier error.

**F. No Sale Obligation.** Nothing herein shall be construed as an agreement by or an obligation of Supplier to sell products to Customer on credit terms or otherwise.

**3. SUPPLIER'S REMEDIES.** Upon Customer's breach of any term of this Agreement, whether by wrongful rejection, repudiation, revocation of acceptance, or failure to make a payment as required hereunder or any other default, Supplier shall have the right to discontinue all deliveries to Customer. In addition, Supplier shall have all rights and remedies provided by the Uniform Commercial Code, and all other rights and remedies available to Supplier under this Agreement or any applicable law or equity. All such rights and remedies shall be cumulative and any waiver by Supplier of any of its rights and remedies shall not be construed as limiting Supplier's recourse in any manner. Upon a breach by Customer, Supplier may recover all lost profits and reasonable overhead, as well as all incidental and consequential damages incurred by it, including, but not limited to, factory cancellation charges, shipping and freight charges, storage charges, processing fees, delivery charges, court costs and Supplier's reasonable attorney's fees (not to exceed the amount permitted by law).

Supplier may terminate the availability of credit to Customer at any time in its sole discretion, whether or not a breach has occurred hereunder.

**4. CUSTOMER'S REMEDIES.** Customer shall accept delivery of conforming materials when delivered. In the event that Customer fails or refuses to accept delivery of conforming materials when delivered, Customer shall be deemed to have breached this Agreement. Customer's sole and exclusive remedy upon Supplier's tender of nonconforming materials is limited to the repair or replacement of said nonconforming materials by Supplier, which shall be in the sole discretion of the Supplier. Supplier shall have a reasonable time, not to exceed six (6) months from the date of the nonconforming tender, to substitute a conforming tender, and Customer expressly agrees to cooperate fully with Supplier in procuring such conforming tender. In the event that Customer has a complaint with respect to any materials tendered, Customer shall notify Supplier of such complaint, in writing, within five (5) days following the tender.

In the event that Supplier is unable to deliver any item ordered by Customer for any reason not the fault of Supplier, Customer agrees to accept delivery of all items actually tendered to Customer, and Supplier's failure to deliver such other items shall not be deemed to be a default hereunder. Supplier shall credit to Customer's account an amount equal to the amount paid by Customer for such undeliverable item(s).

In no event shall Supplier be liable for any incidental or consequential damages or losses sustained by Customer by reason of any nonconforming tender or failure to tender.

5. **TITLE TRANSFER AND RISK OF LOSS.** Title to the materials shall remain with Supplier until Customer receives physical possession of the materials. Risk of loss of the materials shall pass to Customer upon delivery of such materials to the carrier. In no event will Supplier be liable for loss or damage to materials in transit. Credit for items lost or damaged in transit will not be given until, and only to the extent that, such amounts are paid by the carrier.

6. **WARRANTIES.** Supplier makes no express warranties whatsoever with respect to the materials. THE GOODS SOLD UNDER THIS CONTRACT ARE PURCHASED "AS IS" AND SUPPLIER DOES NOT WARRANT THAT THEY ARE OF MERCHANTABLE QUALITY OR THAT THEY CAN BE USED FOR ANY PARTICULAR PURPOSE.

7. **ASSIGNMENT.** All of Supplier's rights hereunder shall inure to the benefit of Supplier, its successors and assigns, and all obligations, covenants and agreements of Customer shall be binding upon Customer, its successors, assigns and personal representatives, as the case may be.

8. **SEVERABILITY.** In case any provision (or any part of any provision) contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision (or remaining part of the affected provision) of this Agreement, or the Contract Documents, but this Agreement and the Contract Documents shall be construed as if such invalid, illegal or unenforceable provision (or part thereof) had never been contained herein but only to the extent it is invalid, illegal or unenforceable.

9. **PERSONAL GUARANTY.** Supplier, at its sole option, may require prior to the acceptance of this Agreement, or at any time thereafter, one or more owners, officers, members or partners of the Customer, and their spouses, as the case may be, to enter into a separate Personal Guaranty of Payment in form provided by Supplier. Supplier, at its sole option, may refuse to extend further credit to Customer in the absence of such Personal Guaranty of Payment.

10. **CORPORATE STATUS.** Each person signing this Agreement on behalf of the Customer warrants that he is duly authorized to do so. If the Customer is not a corporation and subsequent to the making of this Agreement incorporates his business, with or without knowledge of Supplier, the Customer agrees to be jointly and severally liable to Supplier for any indebtedness incurred by such corporation.

11. **CONTRACT DOCUMENTS.** Customer's agreement with Supplier is evidenced by the Credit Application, the terms and conditions contained herein, any price notifications (and subsequent changes thereto) from Supplier to Customer, all invoices, and any permitted amendments, modifications, supplements or other changes to the foregoing (collectively, the "Contract Documents"). Upon approval of Customer's credit and forwarding of a n agreement signed by Supplier, the Contract Documents shall constitute an enforceable agreement between Supplier and Customer.

12. **INTEGRATION.** This writing, together with the Contract Documents and Personal Guaranty of Payment, if any, constitutes the entire Agreement between Customer and Supplier and is intended by them as the final and exclusive expression thereof. The terms and conditions contained in this Agreement shall control; no terms or conditions contained in any purchase orders, invoices, account statements, order acknowledgments or other writings different from the terms of this Agreement shall be valid. NO MODIFICATION OF THIS AGREEMENT SHALL BE EFFECTIVE UNLESS IN WRITING, SIGNED BY CUSTOMER AND SUPPLIER.

13. **GOVERNING LAW.** This Agreement and the Contract Documents shall be governed by and construed according to the internal laws of the State of Missouri.

14. **ARBITRATION.** At Supplier's direction, any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration in accordance with the Rules of the American Arbitration Association, and judgment upon the award rendered by the Arbitrator(s) may be entered in any Court having jurisdiction thereof.

15. **EQUAL CREDIT OPPORTUNITY ACT.** The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against any Customer on the basis of race, color, religion, national origin, sex, marital status, age (provided a Customer has the capacity to enter into a binding contract), derivation of part or all of a Customer's income from a public assistance program, or a Customer's having in good faith exercised any right under the Consumer Credit Protection Act. The federal agency which administers compliance with this law concerning this creditor is the Federal Trade Commission.

This signed application serves as authorization for ACE STARHARDWARE & PLUMBING SUPPLY CO. to obtain credit information on the above named account.

\_\_\_\_\_  
Print/("Customer")

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

Print: \_\_\_\_\_

Title: \_\_\_\_\_

ACE STARHARDWARE & PLUMBING SUPPLY CO. ("Supplier")

Signed: \_\_\_\_\_

Print: \_\_\_\_\_

Title/Customer Segment: \_\_\_\_\_

**PERSONAL GUARANTY.** For good and valuable consideration, the undersigned jointly and severally unconditionally guarantee to ACE STARHARDWARE PLUMBING SUPPLY CO. and its successors and assigns ("Supplier") the full and punctual performance by Customer, as defined above, of all the terms and conditions and Contract Documents constituting the agreement between Supplier and Customer and payment of all indebtedness of Customer to Supplier. Any act of Supplier consisting of a waiver of any of such terms or conditions or a modification thereof or the granting of any indulgences or extensions of time to Customer, may be done without notice to the undersigned and without releasing the obligations of the undersigned hereunder. The liability of the undersigned shall not be affected by the discharge or modification of the liability of Customer in bankruptcy, any disability or other defense of Customer, or the cessation from any cause whatsoever of the liability of Customer. The undersigned hereby subordinate any liability or indebtedness of Customer now or hereafter held by the undersigned to the obligations of Customer to the Supplier. The undersigned jointly and severally agree to pay any legal fees and other expenses incurred by Supplier in enforcing this Guaranty.

Signed: \_\_\_\_\_

Print: \_\_\_\_\_

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

Signed: \_\_\_\_\_

Print: \_\_\_\_\_

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



BANK: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PHONE: \_\_\_\_\_

FAX: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

I hereby authorize the above named bank to release information requested by ACE STARHARDWARE & PLUMBING SUPPLY CO. for the purpose of establishing or reaffirming a line of credit.

\_\_\_\_\_  
(Company Name & Authorized Signature)

\_\_\_\_\_  
(Account number)

\_\_\_\_\_  
(Date)