

# BUSINESS CREDIT APPLICATION

## CREDIT APPLICATION PROCESS:

### Important:

- First-time customers must complete our business credit application to apply for net payment terms with us prior to placing purchase orders.
- Credit Reference, not required for credit card orders.
- **Corporations, LLCs, Partnerships & Hospitals:** Please fill out and fax our Business Credit Application. If you have your own credit reference document, you may also submit it *in addition* to this form.

Applicant Information (for multiple properties please attach a property list)				
Name:				
Business Name:			Tax I.D.:	
Address:				
Phone:		Fax:		
Email:				
Website:				
Company Information				
Type of Business:			In Business Since:	
State/Province in Which Business Was Established:				
Legal Form Under Which Business and/or Property Operates:				
<input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Proprietorship <input type="checkbox"/> Other: _____				
If Division/Subsidiary, Parent Company:			In Business Since:	
Number of Employees:				
Company Principle Responsible for Business Transactions:				
Address:	City:	State:	Zip:	Phone:
Company Principle Responsible for Business Transactions:				
Address:	City:	State:	Zip:	Phone:



## Property Ownership

Legal Entity Name:

Address:

City/State:

Zip:

Principal Name/Title:

Phone:

Fax:

Date Property Purchased:

Properties Owned:

Years in Business:

## Fee Management of Company

Management Company Name:

Address:

City/State:

Zip:

Contact Name/Title:

Phone:

Email Address:

This application must be signed by the property owner or the principle of the management company as agent for owner. Agents are obligated to provide property ownership information above. Purchaser authorizes all references to release credit information to Edge Industrial Supply, LLC.

Signature:

Date:

## Bank References

Bank Name:

Phone:

Fax:

Address/Branch:

City/State:

Zip:

Account #:

Checking

Savings

Loan

Bank Name:

Phone:

Fax:

Address/Branch:

City/State:

Zip:

Account #:

Checking

Savings

Loan



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## Trade References

Name:	Email:
Address:	Phone:
Name:	Email:
Address:	Phone:
Name:	Email:
Address:	Phone:

## Contact Information for Accounts Payable

Full Name:	Title:
Email:	Phone:
Full Name:	Title:
Email:	Phone:
Invoices emailed to:	
Invoices emailed to:	

**TAX EXEMPT:** If you plan to purchase products from Edge Industrial Supply, LLC that are considered tax exempt, please provide us with a copy of your resale certificate. Submit to [accounting@edgeindsupply.com](mailto:accounting@edgeindsupply.com)

APPLICANT AND GUARANTOR RESPECTIVELY ACKNOWLEDGE THAT EACH HAS READ AND ACCEPT THE TERMS AND CONDITIONS OF CREDIT AS SET FORTH ON THIS APPLICATION AND AUTHORIZES EDGE SUPPLY TO: REQUEST CREDIT REPORTS FROM CREDIT BUREAUS REGARDING THEIR RESPECTIVE COMMERCIAL CREDIT; TO CHECK THE CREDIT OF APPLICANT AND ITS OFFICERS, MEMBERS, MANAGERS AND GUARANTORS ON A CONTINUOUS BASIS; AND TO OTHERWISE INVESTIGATE THEIR RESPECTIVE CREDITWORTHINESS BEFORE EXTENDING CREDIT NOW OR AT ANY TIME IN THE FUTURE. APPLICANT REPRESENTS THAT ALL INFORMATION PROVIDED IS TRUE AND COMPLETE. The Terms and Conditions of Credit set forth on application are incorporated herein by this reference. Seller may terminate any credit availability within its sole discretion. Guarantor agrees to provide financial information as reasonably requested by Seller.

YOU AGREE THAT BY REQUESTING CREDIT, SUBMITTING A CREDIT APPLICATION, RECEIVING CREDIT, OR ENTERING INTO A COMMERCIAL RELATIONSHIP WITH THE COMPANY, YOU WAIVE YOUR RIGHT TO PARTICIPATE IN A CLASS ACTION, PRIVATE ATTORNEY GENERAL ACTION OR OTHER REPRESENTATIVE ACTION AGAINST THE COMPANY AND ITS AFFILIATES IN A COURT OR IN ARBITRATION, AS APPLICABLE. YOU FURTHER AGREE YOU MAY ONLY BRING DISPUTES AGAINST ANY OTHER PARTY IN YOUR INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. FURTHER, IN THE EVENT ANY DISPUTE IS TRIED IN A COURT, YOU HEREBY IRREVOCABLY WAIVE, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY AND ALL RIGHTS TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO ANY COMMERCIAL RELATIONSHIP BETWEEN THE PARTIES.

The Terms and Conditions set forth on this application are incorporated herein by this reference.  
Seller may terminate any credit availability within its sole discretion.



## TERMS AND CONDITIONS OF CREDIT

**1. Parties.** As used herein "Seller" shall mean Edge Industrial Supply, LLC and "Applicant" shall mean the purchaser listed on page 1.

**2. Entire Agreement.** This Credit Application and Purchase Agreement together with Seller's Terms and Conditions of Sale, as set forth in Seller's catalogs and on Seller's website and Seller's purchase order and invoice, which are incorporated herein by this reference (collectively, "Terms") represent the entire agreement between the Parties and apply to all transactions between the Parties. All sales made by Seller are subject to the Terms in effect at the time of the sale, which shall prevail over all inconsistent terms found in any current or future agreement between Seller and Applicant, including, but not limited to, Applicant's purchase order or other documents. No terms or conditions in any way altering or modifying these provisions shall be binding upon Seller, unless they are specifically authorized in writing by Seller's authorized representative. All other terms between the parties are void.

**3. Pricing.** Seller's quotation prices are subject to change without notice. Quotations are void unless accepted within 24 hours of the date of issuance for products driven by market commodities and within 30 days of the date of issuance for all other products. Prices do not include any sales, excise or other tax or charge payable by Seller to any governmental authority. Any taxes now or thereafter imposed upon sales of shipments will be added to the purchase price. Applicant agrees to reimburse Seller for any such tax or to provide Seller with an acceptable tax exemption certificate.

**4. Payment.** Unless otherwise stated in a written agreement signed by an officer of Seller and subject to Seller's continuous approval of credit, payment for products and services ("Products") is due Net 30 days from invoice date. Payment is due in the form of cash, check, ACH or money order. Seller may apply Applicant's payment against any outstanding charges within Seller's sole discretion. Applicant must notify Seller of disputed charges in writing within ten (10) days from the invoice date or such disputes are waived. Failure of Applicant to make timely payments shall result in Applicant's account being in default and Seller may, in its sole discretion, suspend further performance under any purchase order with Applicant. Seller shall also have the right to exercise offset or recoupment rights to satisfy any outstanding balance. Past due balances are assessed a late charge of 1-1/2% per month (18% per annum) or up to the maximum rate permitted by law. Applicant agrees to pay Seller the assessed late charge of \$20.00. Applicant shall be liable for any and all fees and costs incurred in connection with the collection of past due amounts, including but not limited to third party fees, court costs, and attorney's fees. It is the intent that any credit granted shall comply with applicable usury laws. If, for any reason, it should be determined that any applicable usury law is applicable, none of the terms and provisions contained in this application or any document relating to any credit provided shall ever be construed to create a contract for the use, forbearance or detention of money requiring payment of interest at a rate in excess of the maximum interest rate permitted to be charged by applicable law. In such event, if any monies are collected under the credit arrangement contemplated by this application which are deemed to constitute interest which would otherwise increase the effective interest rate of the credit arrangement to a rate in excess of the maximum interest rate permitted to be charged by applicable law, all such sums deemed to constitute interest in excess of such maximum legal rate shall be credited to the payment of the sums due under the credit arrangement or returned to the payer.

**5. Delivery.** Delivery dates given by Seller are estimates and Seller shall not be liable for delays, regardless of the cause. Applicant shall examine Products upon receipt and prior to installation. All claims for shortages or improper delivery must be made within 72 hours of receipt of goods. Claims not received in writing within the time specified are waived by Applicant. Delivery to job site constitutes delivery to Applicant, regardless of whether Applicant or his agent is at the site at the time of delivery or signs a delivery receipt. Freight charges may apply and vary depending upon order size, fuel prices, or other factors at Seller's discretion. In those rare instances when a package is lost or

an item is damaged in transit, Seller assumes full responsibility for filing claims. Applicant must: (i) provide number of cartons (must be the same as shown on freight bill), (ii) report shortage or concealed damages within 72 hours of receipt of goods, (iii) make sure number of cartons shown on packing slip has been received before claiming shortages, and (iv) if a shortage has been claimed, but later received, notify Seller immediately.

**6. Returns.** Seller will accept the return for credit of regularly stocked items of the current model in clean, new and undamaged condition with original packaging and all original parts ("Returns"). Returns are subject to a 20% restocking fee, unless specified otherwise, with the exception of defective goods or shipping errors, which are not subject to a restocking fee. No other material may be returned for credit, including special orders and drop shipments, unless specifically agreed to by Seller in writing and the restocking fee from those items is subject to Seller's or its supplier's restocking fee.

**7. Solvency.** Applicant certifies that it is solvent and capable of meeting its obligations hereunder that it will immediately advise the Corporate Credit Department of Seller if it becomes insolvent.

**8. Authorization.** Applicant and Guarantor: (a) each certify that the information provided is true and correct and has been provided to Seller as a material inducement to obtain credit; (b) each is authorized to submit this application; and (c) each authorizes Seller to verify the information provided by or on behalf of Applicant or Guarantor, as applicable, including, but not limited to, requesting credit reports from credit bureaus/consumer reporting agencies regarding their respective commercial or personal credit and otherwise to investigate their respective creditworthiness and banking history before extending credit now or at any time in the future. Seller may terminate any credit availability within its sole discretion.

**9. Disclaimer of Warranties.** Seller makes no expressed or implied warranties with regard to products and hereby disclaims all expressed or implied warranties, whether implied by operation of law or otherwise, including, without limitation, all implied warranties of merchantability and fitness or quality and fitness. For a particular purpose, related to the product or any component thereof or provided as related to this agreement. Notwithstanding anything contained herein, seller's sole and exclusive warranty and remedy, if any, is that provided by the product's manufacturer. availability within its sole discretion.

**10. Dispute Resolution.** Any and all disputes, claims or controversies arising out of or relating to your application request for credit, including any extension of credit and any creditor/borrower relations between the parties (collectively, "Disputes") must be submitted to the American Arbitration Association ("AAA") at the office located closest to Ft. Wayne, IN for binding arbitration in accordance with its commercial arbitration rules then in effect (except for any rule and procedure in conflict or inconsistent with the provisions of this section). The Federal Arbitration Act, 9 U.S.C. §§1-16, as amended from time to time, shall govern all arbitration(s) and confirmation proceedings under this provision. You agree that by requesting credit, completing a credit application, submitting a credit application, receiving credit, or entering into a commercial relationship with the company, you waive your right to participate in a class action, private attorney general action or other representative action against the company and its Affiliates in a court or in arbitration, as applicable. You further agree you may only bring disputes against any other party in your individual capacity and not as a plaintiff or class member in any purported class or representative proceeding. Further, in the event any dispute is tried in a court, you hereby irrevocably waive, to the fullest extent permitted by law, any and all rights to trial by jury in any legal proceeding arising out of or relating to any commercial relationship between the parties.

**11. Termination.** If Applicant fails to comply with these Terms, or should Applicant's credit become unsatisfactory in Seller's sole discretion, Seller reserves the right to immediately terminate or restrict any order upon notice to Applicant. Applicant agrees to send Seller written notice of any changes in the form of ownership of Applicant's business within five (5) days of such changes.



**12. Indemnification.** Purchaser shall indemnify, defend, and hold Seller its officers, directors, employees and agents harmless from any and all costs (including attorneys' fees and expenses), liabilities and damages resulting from or related to any third party (including Buyer's employees) claim, complaint and/or judgment arising from Purchaser's use of any Products furnished hereunder, as well as any negligent, intentional or tortious act or omission of Purchaser or its agents or any breach by Purchaser of these Terms.

**13. Limitation of Liability.** In no event shall seller or its respective affiliates have any liability for consequential damages, including lost profits or lost goodwill, indirect damages, special damages, incidental damages, moral damages, liquidate damages, punitive damages, exemplary damages or any other form of damages arising Out of the products or goods sold by seller to applicant, even if advised in advance of the possibility of these types of damages, whether such damages are alleged in tort, contract or otherwise.

**14. Governing Law and Venue.** With regard to any claim, suit or action related to the purchase of the Products, the rights and obligations of the parties shall be governed by and interpreted in accordance with the laws of the State of Indiana, without regard to its conflicts of laws principles. Alleged in tort, contract or otherwise.

**15. APPLICANT ACKNOWLEDGES THAT APPLICANT HAS READ AND ACCEPTED THE TERMS AND CONDITIONS OF SALE AND CREDIT POLICIES AS SET FORTH ON SELLER'S WEBSITE OR CATALOG.**

## GUARANTEE

The undersigned, jointly and severally, if more than one, hereby guarantee the full and prompt payment, without offset, of all existing and future indebtedness of Purchaser to Seller, including any costs, expenses, and reasonable attorneys' fees payable as a consequence of Seller's collection efforts. This personal guarantee is absolute, complete, irrevocable and continuing. Notice of acceptance of this guarantee, extension of credit, modification in terms of payment, and any right or demand to proceed against the principal debtor is hereby waived. This guarantee may only be revoked by written notice which shall be sent to the creditor's credit office by certified mail. Any revocation does not revoke the obligation of the guarantor(s) to provide payment for indebtedness incurred prior to the revocation. This Personal Guaranty shall not exceed One Million Dollars (\$1,000,000) and will remain in force for ten (10) years from date of last sale.

Please submit completed application to [accounting@edgeindsupply.com](mailto:accounting@edgeindsupply.com) or fax 260-424-0024.

Signature: \_\_\_\_\_ Printed Name: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_ Printed Name: \_\_\_\_\_ Date: \_\_\_\_\_