

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)				
If a field does not apply please put "N/A"				
Name:				
Legal Name of Business:			Tax I.D.:	
Address:				
Phone:		Fax:		
Email:				
Website:				
Company Information				
If a field does not apply please put "N/A"				
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"/> LLC <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietorship				
If Division/Subsidiary, Parent Company:			In Business Since:	
Number of Employees:				
Company Principal Responsible for Business Transactions:				
Address:		City:	State:	Zip: Phone:
Company Principal Responsible for Business Transactions:				
Address:		City:	State:	Zip: Phone:

BUSINESS CREDIT APPLICATION

Property/Company Ownership

If a field does not apply please put "N/A"

Legal Entity Name:

Address:

City/State:

Zip:

Principal Name/Title:

Phone:

Fax:

Date Property Purchased:

Properties Owned:

Years in Business:

Fee Management of Company

If a field does not apply please put "N/A"

Management Company Name:

Address:

City/State:

Zip:

Contact Name/Title:

Phone:

Email Address:

This application must be signed by the property owner or the principal 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:

Title:

Date:

Bank References

If a field does not apply please put "N/A"

Bank Name:

Phone:

Fax:

Address/Branch:

City/State:

Zip:

Bank Name:

Phone:

Fax:

Address/Branch:

City/State:

Zip:

BUSINESS CREDIT APPLICATION

Trade References		
If a field does not apply please put "N/A"		
We do not accept trade references from HD Supply or Home Depot.		
Name:	Email:	
Address:		Phone:
Name:	Email:	
Address:		Phone:
Name:	Email:	
Address:		Phone:
Contact Information for Accounts Payable		
If a field does not apply please put "N/A"		
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		
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 Edge Industrial Supply, LLC extension of credit to Applicant are set forth below.		

Printed Name

Signature

Title

TERMS AND CONDITIONS OF SALE AND CREDIT

1. Parties; Acceptance; Governing Law; Jurisdiction and Venue. The parties (the "Parties") to this transaction are Edge Industrial Supply, LLC ("Seller") and the party identified as applicant ("Applicant", or "Purchaser") on page 1 of this "Business Credit Application" (the "Application"). The terms and conditions of this Application shall be the governing agreement (the "Agreement") between the Parties with respect to Seller's extension of credit on account (the "Account") to Applicant for Applicant's purchase of products, materials and/or services ("Products") from Seller. In this Agreement, the term "Guarantor" means the person signing the "Personal Guaranty" (the "Guaranty") in this Application. This Agreement shall also be the governing agreement between the Parties with respect to Seller's sale of Products to Applicant. This Agreement shall be governed in all respects whether as to validity, construction, capacity, performance, or otherwise by the laws of the State of Indiana. The Parties stipulate and agree that exclusive jurisdiction and venue for any cause of action arising between the Parties shall be in the Indiana or federal courts having subject matter jurisdiction, located in Allen County, Indiana, and the Parties specifically submit to the personal jurisdiction of such courts.

2. Application Information. Applicant represents and warrants to Seller that the information (the "Information") contained in the Application is true and correct and acknowledges that Seller has relied upon the Information as a material inducement to extend credit to Applicant. As long as Applicant seeks credit from Seller, Applicant authorizes Seller to verify the Information, which may include, but is not limited to, making inquiries regarding Applicant's credit and investigating Applicant's creditworthiness and banking history.

3. Waiver of Jury Trial. TO THE EXTENT PERMITTED BY APPLICABLE LAW, EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT THE PARTY MAY HAVE TO A TRIAL BY JURY REGARDING ANY LEGAL ACTION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT.

4. No Guaranty of Credit. Nothing in this Agreement shall be construed as Seller's guarantee to extend any amount of credit to Applicant. Seller, in its sole discretion, reserves the right to reject any credit sought by Applicant.

5. Credit Terms; Payment Terms; Manner of Payment. By no later than thirty (30) days following the date (the "Invoice Date") on which Seller issues an invoice ("Invoice") to Applicant for Products purchased on the Account (collectively, the "Due Date"), Applicant shall pay Seller in full for such Products. Applicant shall make all payments under this Agreement to Seller at the address identified above in cash, check, ACH, or money order. If a payment is returned for insufficient funds, Applicant shall pay seller a returned check fee of \$30. Additionally, Seller in its sole discretion reserves the right to modify or restrict the manner of payment from Applicant. To the extent that the credit terms set forth in an Invoice or another agreement between the Parties (an "Ancillary Agreement") conflicts with the terms in this paragraph, the terms in the Invoice of Ancillary Agreement shall control. Whenever Seller, in good faith, deems itself insecure, it may, without prejudice or waiving any other rights or remedies it may have at law or equity, cancel any outstanding orders with Applicant and/or hold shipment of any unfilled orders; modify or revoke its extension of credit to Applicant; and take any other steps permitted by law and necessary or desirable to secure Seller with respect to Buyer's payment of Products furnished or to be furnished.

6. Security Interest. Applicant grants Seller a security interest in the Products (the "Collateral") to secure repayment of any present or future unpaid balance on the Account or any other amount Applicant owes Seller. The word "Collateral" also includes all the following, whether now owned or hereafter acquired, whether now existing or hereafter arising, and wherever located: (a) all accessions, attachments, accessories, tools, parts, supplies, replacements of and additions to any of the Collateral, whether added now or later; (b) all products and produce of any of the Collateral; (c) all accounts, general intangibles, instruments, rents, monies, payments, and

all other rights, arising out of a sale, lease, consignment or other disposition of any of the Collateral; (d) all proceeds (including insurance proceeds) from the sale, destruction, loss, or other disposition of any of the Collateral and sums due from a third party who has damaged or destroyed the Collateral or from that party's insurer, whether due to judgment, settlement, or other process; and (e) all records and data relating to any of the Collateral, whether in the form of a writing, photograph, microfilm, microfiche, or electronic media. If Applicant breaches the terms of this Agreement, Seller shall have all the rights of a secured party under the Uniform Commercial Code. Applicant hereby appoints Seller as Applicant's irrevocable attorney-in-fact for the purpose of executing any documents necessary to perfect, amend, or to continue the security interest granted in this Agreement or to demand termination of filings of other secured parties. Seller may at any time, and without further authorization from Applicant, file a carbon, photographic or other reproduction of any financing statement or of this Agreement for use as a financing statement. Applicant will reimburse Seller for all expenses for the perfection and the continuation of the perfection of Seller's security interest in the Collateral.

7. Default. Each of the following shall constitute an "Event of Default" under this Agreement: (a) Applicant fails to make any payment when due under this Agreement; (b) Applicant fails to comply with or to perform any other term, obligation, covenant, or condition contained in this Agreement or to comply with or to perform any term, obligation, covenant, or condition contained in any other agreement between Seller and Applicant; (c) any warranty, representation or statement made or furnished to Seller by Applicant or on Applicant's behalf under this Agreement is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter; (d) the dissolution of Applicant (regardless of whether election to continue is made), any officer, director or controlling shareholder or member withdraws from the corporation or company, or any other termination of Applicant's existence as a going business or the death of any officer, director or controlling shareholder or member, the insolvency of Applicant, the appointment of a receiver for any part of Applicant's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Applicant; (e) commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession, or any other method, by any creditor of Applicant or by any governmental agency against the Collateral, provided that this Event of Default shall not apply if there is a good faith dispute by Applicant as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Applicant gives Seller written notice of the creditor or forfeiture proceeding and deposits with Seller monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Seller, in its sole discretion, as being an adequate reserve or bond for the dispute; and (f) Any of the preceding events occurs with respect to any Guarantor, or Guarantor dies or becomes incompetent or revokes or disputes the validity of, or liability under, any Guaranty.

8. Disputed Charges; Setoff Rights. By no later than ten (10) days from the Invoice Date, Applicant must notify Seller in writing of any charges identified in the Invoice Seller disputes. Applicant's failure to timely dispute such charges shall be deemed an acceptance of the terms of the Invoice. Seller shall have the right to setoff any amount it owes to Applicant to any outstanding balance on the Account.

9. Late Charge; Interest; Attorney's Fees and Costs. If Applicant fails to make any payment in full or on time, Applicant shall pay Seller a late fee of \$20. The Account's unpaid principal balance for a particular Invoice shall begin to accrue interest the day following the Due Date at the annual rate of eighteen percent (18%) calculated on an actual-over-365 basis. Applicant shall reimburse Seller for Seller's collection expenses, court costs, and reasonable attorney's fees (including, but not limited to, any fees incurred as a result of bankruptcy or insolvency proceedings and appellate attorney's fees and costs) associated with Applicant's breach of this Agreement.

10. Pricing. Seller's quoted 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 imposed on sales of shipments will be added to the purchase price. Purchaser agrees to reimburse Seller for any such tax or to provide Seller with an acceptable tax exemption certificate. Additionally, depending upon order size, fuel prices, or other factors, freight charges may apply. Seller, in its sole discretion, reserves the right to pass any freight costs on to Purchaser.

11. 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.

12. Delivery. Delivery dates given by Seller are estimates and Seller shall not be liable for delays, regardless of the cause. Unless otherwise agreed to by the Parties in writing, Products shall be considered delivered, and title to Products shall pass to Purchaser when Products are delivered to the destination designated by Purchaser. Purchaser shall be responsible for unloading and inspecting delivered Products. Purchaser must provide Seller with written notice of any claims for shortages, concealed damages, or improper delivery within 72 hours of Purchaser's receipt of Products; delivered Products are considered accepted after such time. Before making a claim for improper delivery, Purchaser shall compare the packing slip with Products actually received to confirm no additional Products are to be delivered. Purchaser shall notify Seller if Purchaser has claimed a shortage and later receives such Products. Seller has the right to make partial deliveries. Seller may select a carrier. Freight and handling charges are non-refundable.

13. Disclaimer of Warranty. THE PRODUCTS PROVIDED BY SELLER TO PURCHASER UNDER THIS AGREEMENT ARE PROVIDED "AS IS". SELLER MAKES NO EXPRESS OR IMPLIED WARRANTY REGARDING THE PRODUCTS, INCLUDING, BUT NOT LIMITED TO, WARRANTIES RELATING TO THE PRODUCTS' (A) CONDITION, (B) MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, (C) TITLE, OR (D) NON-INFRINGEMENT. PURCHASER'S SOLE AND EXCLUSIVE REMEDY WITH REGARD TO WARRANTIES, IF ANY, SHALL BE WITH THE PRODUCTS' MANUFACTURER.

14. Limitation of Liability. IN NO EVENT SHALL SELLER BE LIABLE TO PURCHASER UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES ASSOCIATED WITH OR RELATING TO THIS AGREEMENT OR THE PRODUCTS.

15. Indemnification. Purchaser shall indemnify, defend, and hold Seller and its attorneys, members, directors, employees, heirs, successors, assigns or representatives of any of the foregoing (collectively, the "Indemnified Parties"), from and against all losses, claims, liability, damages, costs, expenses (including reasonable attorney's fees), or deficiencies including, but not limited to, claims made for product liability, property damages, or personal injury (including death) (collectively, "Losses"), asserted against, resulting to, imposed upon or incurred by any Indemnified Party, directly or indirectly, by reason of, arising out of, or resulting from: (a) any inaccuracy or breach of any representation or warranty of Purchaser contained in or made pursuant to this Agreement; (b) any breach of any covenant or agreement of Purchaser contained in or made pursuant to this Agreement; or (c) the negligent or intentional acts or omissions of Purchaser, or (d) Purchaser's use of the Products. This indemnity provision shall not apply where the Losses are attributable solely to the negligent or intentional acts

of the Indemnified Parties.

16. Force Majeure. Seller will not be liable for any inability to perform its obligations to Purchaser, or for any delay in the performance of its obligations to Purchaser, when such delay or inability to perform is directly or indirectly caused by or in any manner arises from: fires; floods; accidents; riots; pandemics, acts of God; governmental interference; embargoes; terrorism; strikes; labor difficulties; shortages of labor, fuel, power, materials or supplies; transportation or supply chain delays; any existing or future laws or acts of any Federal or State government (including specifically, but not exclusively, any orders, rules or regulations issued by any official or agency or any such government) affecting the conduct of Seller's business; or any other cause or causes (whether or not similar in nature to any of those specified above) beyond Seller's control.

17. Authority to Sign. Each person signing this Agreement in a representative capacity on behalf of a Party represents and warrants that (a) such person has the actual authority and power to so sign, and to bind the person's principal to the provisions of this Agreement, and (b) all entity action necessary for the making of this Agreement has been duly taken. Applicant represents and warrants that it has complied with all rules, regulations, and laws relating to Applicant's authority to execute and perform the obligations under this Agreement.

18. Assignment. Applicant may not assign its rights or obligations under this Agreement unless first obtaining the consent of Seller. Any such attempted assignment by Applicant without Seller's consent shall be null and void and of no force or effect.

19. Non-Waiver. Seller's failure to enforce a breach of this Agreement shall not be construed as a waiver of Seller's right to enforce such breach at a later time or to enforce any other breach. Except as provided in this Agreement, this Agreement cannot be amended, modified, or altered unless otherwise agreed to by the Parties in writing.

20. Binding Agreement; Invalid Provisions. This Agreement shall bind and inure to the benefit of the Parties and their respective legal representatives, heirs, successors, and assigns. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions of it, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision was omitted.

21. Rule of Construction; Review by Counsel. The judicial rule of construction requiring or allowing a document to be construed to the detriment or against the interests of the document's maker or drafter shall not apply to this Agreement. This Agreement constitutes the Parties' entire agreement about its subject matter; all of the Parties' prior negotiations and agreements regarding the same, whether written or oral, are merged into this Agreement. Each Party has had the opportunity to have this Agreement reviewed by independent counsel before signing it.

22. Counterparts; Electronic Signatures. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one agreement. Photocopies, facsimile transmissions, or email transmissions of Adobe portable document format files (also known as "PDF" files) of signatures shall be deemed original signatures and shall be fully binding on the parties to the same extent as original signatures. Additionally, any signature (including any electronic symbol or process attached to, or associated with, a contract or other record and adopted by a person with the intent to sign, authenticate or accept such Agreement or record) to this Agreement or to any other certificate, agreement or document related to this transaction, and any contract formation or record-keeping through electronic means shall have the same legal validity and enforceability as a manually executed signature or use of a paper-based recordkeeping system.

23. Section Headings. Section headings are for convenient reference only and do not affect the interpretation of this Agreement.

24. Gender Neutrality; Including. Words used in this Agreement, regardless of the number and gender specifically used, shall be deemed

and construed to include any other number, singular or plural, and any other gender, masculine, feminine, or neuter, as the context requires. The word "including" shall mean "including, without limitation" and no exclusion of unlisted items shall be inferred from their absence.

25. Further Assurances. Each Party agrees to execute and deliver such additional documents and instruments, and to perform such additional acts as may be necessary or appropriate, to effectuate, carry out, and perform all of the terms, provisions, and conditions of this Agreement.

26. Time of the Essence. Time is of the essence in this Agreement.

PERSONAL GUARANTY

The undersigned, or if more than one, each of them jointly and severally (collectively, the "Guarantor"), unconditionally guarantees to Edge Industrial Supply, LLC, its divisions and subsidiaries, and their successors and assigns (collectively, "Edge Supply") the prompt payment of any obligation, direct or indirect, or any part thereof, of the party identified as applicant ("Principal") on page 1 of this "Business Credit Application" to Edge Supply, whether such obligation now exists or is incurred hereafter and in whatever form it may be evidenced. Guarantor agrees that any extensions of credit Edge Supply has made, or may hereafter make, to Principal shall be considered made on the strength of, and in reliance upon, this "Personal Guaranty" (the "Guaranty"). No setoff, counterclaim, reduction, or diminution of any obligation, or any recoupment or defense of any kind or nature (other than the defense of performance by Guarantor of its obligations hereunder) shall be available to Guarantor against Edge Supply.

At any time on and after an event of default, and so long as such default remains uncured, any or all of Principal's obligations shall, at Edge Supply's option, become (for the purposes of this Guaranty) immediately due and payable by the Guarantor. Edge Supply shall have the right to proceed against Guarantor for the amount thereof without notice, and without first proceeding or taking action of any kind against Principal, including demand for payment. For the purposes of this Guaranty, an event of default includes the occurrence of one or more of the following: (a) the Principal's nonpayment when due of any obligation; (b) the death, dissolution, insolvency, or business failure of the Guarantor or the Principal; and (c) the filing of any petition in bankruptcy by or against Principal or Guarantor. If any proceedings in bankruptcy or otherwise, including a claim made for disgorgement, avoidance or return of any payment by a trustee or debtor in possession or receiver or similar representative under federal or state law, shall result in repayment or return of any payment made by Principal, Guarantor shall be and remain liable for indemnification and payment of such disgorgement, avoidance, or return.

Guarantor hereby unconditionally waives, as conditions precedent to the enforcement of obligations of Guarantor hereunder: (a) all notices of delivery of the goods and services sold by Edge Supply to Principal; (b) all notices of default by Principal; (c) all other notices and demands (including without limitation notice of the acceptance of this Guaranty of the intention to act in reliance hereon and of reliance hereon); (d) all notices which may otherwise be required by any statute, rule of law or otherwise to preserve any rights against Guarantor hereunder, including, without limitation, any demand, proof of notice of nonpayment of any sums payable to Edge Supply by Principal, and notice of any failure on the part of Principal to perform and comply with any obligation of Principal to Edge Supply; (e) any requirement of diligence; (f) any requirement to mitigate damages resulting from the occurrence and continuance of a breach by Principal of any of its obligations to Edge Supply; (g) all notices of any extension or modification of the Principal's obligation to Edge Supply, including without limitation any change in the interest rate of the Principal's obligation to Edge Supply and any claim based thereon, any claim of impairment of the collateral securing Principal's obligations to Edge Supply, if any, or any claim based on or arising from any change in the legal identity or organizational structure of the Principal.

Guarantor authorizes Edge Supply to make inquiries regarding Guarantor's credit worthiness. This instrument shall be governed in all respects whether as to validity, construction, capacity, performance, or otherwise by the laws of the State of Indiana. Guarantor stipulates and agrees that exclusive jurisdiction and venue for any cause of action arising between Guarantor and Edge Supply shall be in the Indiana or federal courts having subject matter jurisdiction, located in Allen County, Indiana, and Guarantor specifically submits to the personal jurisdiction of such courts. Edge Supply's failure to enforce a breach of this Guaranty shall not be construed as a waiver of its right to enforce such breach at a later time or to enforce any other breach. Guarantor may revoke this Guaranty by providing notice of the same in writing to Edge Supply, provided that such revocation shall have no effect on Guarantor's guarantee of Principal's payment of obligations to Edge Supply which occurred prior to actual delivery of such notice. This Guaranty shall bind and inure to the benefit of Guarantor and Edge Supply and their respective legal representatives, heirs, successors, and assigns. The invalidity or unenforceability of any particular provision of this Guaranty shall not affect the other provisions of it, and this Guaranty shall be construed in all respects as if such invalid or unenforceable provision was omitted. If there is more than one Guarantor signing below, each liability or other obligation of Guarantor is a joint and several undertaking of such Guarantor. Each person signing below is and shall remain the agent, fully authorized in the premises, of Guarantor in executing this Guaranty and in making payments of the debt or any part thereof after the maturity thereof.

"GUARANTOR"

Printed Name

Signature

Printed Name

Signature