



Business Information	Legal company name (Applicant):		FEIN (Federal Tax Identification No.) or SSN (as applicable):	
	List all trade names, DBA's (Doing Business As) and/or divisions or subsidiaries:		Business start date or number of years in business:	
	Phone:		Mobile number for applicant:	
	Email:		Fax:	
	Billing address:		City:	
			State:	Zip code:
	Shipping address: same as billing? <input type="checkbox"/> Yes <input type="checkbox"/> No			
	If different? Street: _____ City: _____ State: _____ Zip: _____			
Tax exempt? <input type="checkbox"/> Yes <input type="checkbox"/> No *** If yes, please include tax exemption certificate with credit application.				
Have we ever sold to you before or to any present or former affiliate(s): <input type="checkbox"/> Yes <input type="checkbox"/> No				
If yes, under what name and when?				
Estimated annual sales:		Estimated monthly purchase for this Account:		
Legal Information	Has Applicant /Affiliates ever declared bankruptcy? <input type="checkbox"/> Yes <input type="checkbox"/> No		Does Applicant/ Affiliates have pending lawsuits? <input type="checkbox"/> Yes <input type="checkbox"/> No	
	Legal structure : <input type="checkbox"/> S Corporation <input type="checkbox"/> C Corporation <input type="checkbox"/> Limited Liability Company <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> General Partnership			
	State: of incorporation or other:			
	Principals: For partnership or sole proprietorship list the Officers, Partners, or Owners For Corporations and LLC List the Officers, Directors, Members, and Majority Stock Holders (attach list if more space is needed)			
	Name _____		Title _____	
	Name _____		Title _____	
Accounts Payable	Contact for Account:		Phone:	
	Contact address (if different):		City:	
			State:	Zip Code:
	Email:		Fax:	
Bank References	Bank name:		Checking account number:	
	Bank working capital line: <input type="checkbox"/> Yes <input type="checkbox"/> No		Loan account number:	
	Availability to borrow: <input type="checkbox"/> Yes <input type="checkbox"/> No		In Default? <input type="checkbox"/> Yes <input type="checkbox"/> No	
	Loan Officer :		Phone:	Fax:
	<b>I hereby authorize bank named above to release information requested for the purpose of obtaining and/or reviewing credit.</b>			
	Authorized signature for banking credit reference release: X _____ Printed name of authorized signature:			
Trade References	<b>Major supplier company name:</b>		Contact:	
	Account number:		Phone:	
	E-mail:		Fax:	
	<b>Major supplier company name:</b>		Contact:	
	Account number:		Phone:	
	Email:		Fax:	
	<b>Major supplier company name:</b>		Contact:	
	Account number:		Phone:	
	Email:		Fax:	

**Parties** This Account Agreement is between Seller and Applicant and will govern all transactions between the parties that are financed using the Account. The words "Seller", "we", "us" and "our" refer to the local company extending credit, named in the header of the credit application ("Application"). The words "you" and "your" mean the entity that applied for credit ("Applicant") for which we have approved an Application for a Commercial Charge Account ("Account").

**USE OF THE ACCOUNT COMMERCIAL NOT CONSUMER.** Use of the Account to purchase products and services is limited to commercial purposes only. It is not a consumer account, as that term is defined by law. Therefore, the Account cannot be used for personal, family, household, or other consumer purposes. **AUTHORIZED PURCHASERS.** We may rely upon all reasonable representations of persons representing themselves to be your authorized agents with authority to make purchases against your Account unless you have provided a list of exclusive authorized purchasers in writing **FINANCIAL INVOICING.** We will try to include your purchase order numbers given to us on our invoices. However, lack or accuracy of a purchase order number will not affect your obligation to pay. **PAYMENT.** Payment is due within ten (10) days unless noted otherwise on the quotation or invoice. You will pay the invoice amounts charged to the Account on or before the due date. Payments will advise as to the invoice numbers covered. Otherwise, we will apply payments to outstanding amounts on your Account in our sole discretion. **DISCREPANCIES.** You will review invoices and statements upon receipt and notify us of any discrepancies within ten (10) days. Claims of discrepancies not received within ten (10) days are waived. **SPECIAL CHARGES.** You will pay a service charge of 1.5% per month on invoices not paid by the due date. In jurisdictions that require a lower rate, the rate will be the maximum permitted. If your check is returned for any reason, then you will reimburse us for any charge incurred by us.

**SECURITY INTERESTS SECURITY INTEREST.** Applicant grants to Seller a security interest, which may include a purchase money security interest, in its Business Assets until the Account until paid in full. **COLLATERAL.** Business Assets include but are not limited to all equipment, inventory, accounts, general intangibles, investment property and all proceeds thereof (collectively "Collateral"). The security interest extends to all repossessions, returns and proceeds from sale, lease or rental like accounts receivable, bond or insurance proceeds. **UCC.** You authorize us to file financing statements and other documents to perfect and enforce our security interest in the Collateral and you will execute such documents and take such other actions as we may request in connection with the perfection or enforcement of our security interest. **TRUST.** You will hold in trust all funds owed to Seller from any source that resulted from the sale of Business Assets. **LIENS AND BONDS.** We may preserve collection rights by following the lien notice and perfection requirements of the law.

We will release lien rights to the extent the Account is paid in full and not otherwise avoidable as a bankruptcy preference. This section relates to security interests in Applicant's assets; we retain all of our rights under applicable law as they relate to statutory and/or mechanic's liens. **DEFAULT.** You will pay our costs of collection whether or not a suit is filed, including but not limited to, reasonable attorney's fees and expenses. In jurisdictions where a stated rate is required, reasonable attorneys' fees will be the lesser of 25% or the maximum permitted by law. **CREDIT INFORMATION.** Unless and until the Account is canceled and paid in full, you will provide us with periodic financial statements and other financial information upon request. You authorize us to investigate and obtain credit information about you, each principal (i.e., owner, officer or partner) on the Account, and each Personal Guarantor. This includes receiving information contained in consumer reports and references from banks and trade credit references identified on your Application, and such other sources which we believe may lawfully provide such information. We may increase or decrease your credit limit at any time at our discretion without notice.

**MISCELLANEOUS GOVERNING LAW & FORUM.** This Agreement and the Account are governed by and construed in accordance with the laws of the state of Ohio, without regard to its conflict of law principles. We may designate the exclusive forum for any disputes between us as long as it is within 50 miles of a ship to location on any invoice, or a state or federal court in Montgomery County, Ohio.

**ASSIGNMENT.** We may sell, assign, or transfer any of your Account, any balances due thereunder, and/or the security interest without prior notice to you. You may not sell, assign, or transfer your account or any of your obligations under this Agreement. **TERMS AND CONDITIONS OF SALE.** All transactions made on the Account will be governed by the then current terms and conditions of sale ("Terms"), located at [www.winsupplyinc.com/s/terms-conditions-sale](http://www.winsupplyinc.com/s/terms-conditions-sale) (or any replacement page on Winsupply's website) and incorporated by reference.

**ENTIRE AGREEMENT.** The Application, the Terms and this Agreement (collectively, the "Agreement") constitute the entire understanding regarding the Account and supersede all of our prior written and oral agreements and understandings relating to the subject. We object to any additional or different included in any request for proposal, purchase order, subcontractor agreement or other standard business form that you may use if it conflicts with or is already addressed in the Agreement. The Agreement may only be modified in a writing mutually executed by both parties.

Certification of Applicant

The authorized representative of the Applicant certifies the following: a) All information provided in the Application is true and correct; b) The signer listed below is authorized to execute the Application to establish a commercial credit line on behalf of Applicant, and has obtained all requisite approvals; c) Applicant authorizes Seller to obtain and use any information from any source including references and consumer reporting agencies, related to ongoing creditworthiness; d) Applicant authorizes Seller to investigate, receive and verify any information from any source from time to time for the sole purpose of evaluating current and ongoing creditworthiness in connection with the Account; and e) Applicant authorizes Seller to answer questions about the payment history.

**IF APPLICANT IS A PARTNERSHIP OR SOLE PROPRIETORSHIP, THEN IN ADDITION THE AUTHORIZED REPRESENTATIVE AUTHORIZES SELLER TO OBTAIN AND USE CONSUMER REPORTS ON THE PRINCIPALS FOR THE SOLE PURPOSE OF EVALUATING CURRENT AND ONGOING CREDITWORTHINESS.**

Authorized Signature:	Title:	Date:
Printed Name:	Driver's License or State ID #:	State:

Personal Guarantee

As consideration for Seller extending credit to Applicant under the Account, the undersigned guarantor ("Personal Guarantor") unconditionally irrevocably personally guarantees performance under the Agreement including the payment of all amounts due on the Account including service charges and collection cost up to \$5,000,000. This guarantee is a guarantee of payment, and not merely collection, is without setoff or a requirement to proceed first against the Applicant and may be revoked only upon consent of the Seller. Personal Guarantor waives any right to notice regarding default (including presentment, demand, dishonor and protest), or changes in the credit limit, rates, participating locations, the Agreement, or other obligations. In those states which require an expiration date, this guaranty will expire ten (10) years from the date of the last sale in connection with the Account, or, if sooner, the last date permitted by law. Personal Guarantor may request revocation in writing sent via certified mail prior to the expiration. However, revocation will not relieve Personal Guarantor's obligation regarding charges placed on the Account prior to receipt and acknowledgement. To the extent there is more than one Personal Guarantor, the obligations in this guarantee are on a joint and several basis.

Personal Guarantor authorizes Seller to obtain and use consumer reports from time to time for the sole purpose of evaluating current and ongoing credit worthiness in connection with the Account.

Name:		Name:	
Social Security Number:	Date of Birth:	Social Security Number:	Date of Birth:
Personal Guarantee Signature (as an individual):		Personal Guarantee Signature (as an individual):	