

Application For New Account Or Credit Terms



If you are vision-impaired or have some other impairment covered by the Americans with Disabilities Act or a similar law and you wish to discuss potential accommodations related to using this credit Application, please contact the Würth Baer Supply Credit Department at 800-944-2237 option 2 then option 3 and/or email creditdepartment@wurthbaersupply.com.

All sales by Würth Baer Supply Company (sometimes referred to below as "Würth Baer Supply", "our" or "we") to Applicant (sometimes referred to below as "you") are subject to the Terms and Conditions of Sale displayed on the Würth Baer Supply website in effect on the date an order is submitted. These Terms and Conditions include, among other things, limitations on product returns, delays, price changes, shipping policies, delivery and risk of loss, product warranty disclaimers and other legal limitations. Current Terms and Conditions of Sale can be found at (www.wurthbaersupply.com). For COD or Credit Card accounts, please complete Sections 1 through 7 below. For credit terms, please complete ALL sections. A Personal Guaranty may be required to extend credit; if required, we will contact you. Inactive accounts will be disabled after 12 months without a purchase and a new Application will be required to reactivate. Return completed Application to: marissa.tinoco@wurthbsc.com or Fax: 847-613-3213.

Section 1 - Business Information:

Date: _____ Account Number: _____ Completed by: _____
Legal Name of Business: _____
Legal Status (check one): Corporation Partnership LLC Individual
Type of Business: _____ Years in Business: _____
Did Business or Owner previously have an account with Würth Baer Supply? Yes No Account Number: _____
Parent Company: _____ Number of Employees: _____
Federal Tax ID Number: _____ Social Security #: _____

Section 2 - Purchasing Online & Email Notifications:

Check here if you do not have access to technology. (i.e.: computer or fax)
Activate Purchasing Online at www.wurthbaersupply.com: Yes No Web Contact: _____
Online Login Information: User ID: _____ Password: _____
Receive E-mail Notifications for: Order Confirmations: _____ Shipment Notifications: _____
(Select and enter e-mail address)

Section 3 - Applicant's Billing Information:

Street Address: _____
City: _____ County: _____
State: _____ Zip (+4): _____
Phone: (____) _____ Fax: (____) _____

Shipping Information:

Street Address: _____
City: _____ County: _____
State: _____ Zip (+4): _____
Phone: (____) _____ Fax: (____) _____

Multiple Billing/Shipping Addresses - Please use a separate sheet to indicate.

Where is purchasing done (check one): Billing Address Shipping Address

Section 4 - Owner Information of Applicant:

Owner(s): _____ Phone: (____) _____ Fax: (____) _____
Contact for Orders: _____ Phone: (____) _____ Fax: (____) _____
Contact for Accounting: _____ Phone: (____) _____ Fax: (____) _____

Section 5 - Tax Exempt: (Certificates must be renewed every 5 years)

Business Sales Tax Exempt: (check one) Yes (If exempt, must attach copy of tax exempt certificate) No
Resale Tax Number: (Tax will be charged unless certificate is included) _____

Section 6 - Credit Card:

Würth Baer Supply adheres to PCI DSS (payment card industry data security standards) for protection of certain customer information. We accept credit cards for payment, however, we do not accept, handle or store credit card information via email. Please contact our Accounting Department at 800-944-2237 if you wish to add a default credit card to your account. Our representatives are equipped with special technology to process and store credit card information securely.

Section 7 - E-Check - ACH Debit:

Use bank account on file for all purchases: Yes No
Routing #: _____ Accounting #: _____ Checking Savings
Bank Name: _____ Name on account at bank: _____
Signed Authorization: _____ Name printed: _____

For Credit Terms, please complete Sections 8 - 11 and sign below:

Section 8 - Invoice/Statement Requirements:

Please check all items that apply: PO Number One (1) PO Number per invoice Job Number/Name
Invoice options: U.S. Mail Email _____ Fax _____
Statement options: Do you require a monthly statement? Yes No
If Yes: U.S. Mail Email _____ Fax _____

Section 9 - Business Trade Information:

Please list only active vendors, minimum 4 required - no credit card or COD accounts (*Fax numbers and email addresses will expedite the application process.)

Vendor Name: _____ Account Number: _____
Phone: (____) _____ * Fax: (____) _____ Email: _____
Vendor Name: _____ Account Number: _____
Phone: (____) _____ * Fax: (____) _____ Email: _____
Vendor Name: _____ Account Number: _____
Phone: (____) _____ * Fax: (____) _____ Email: _____
Vendor Name: _____ Account Number: _____
Phone: (____) _____ * Fax: (____) _____ Email: _____

Section 10 - Monthly Credit Requirements:

I, (Print Name) _____, give permission to release information to Würth Baer Supply and any credit bureau or other investigative agency employed/contracted by Würth Baer Supply for the purpose of establishing Applicant's credit. Any information released to Würth Baer Supply will be confidential.

Estimated monthly credit requirements from Würth Baer Supply: \$ _____

Authorized Signature: _____

Section 11 - Terms & Conditions for Credit Account:

Applicant hereby applies to Würth Baer Supply for a commercial credit account and requests Würth Baer Supply to extend credit in order to enable the purchase of merchandise for business or commercial purposes. In consideration of Würth Baer Supply agreeing to extend credit to Applicant, Applicant states as follows:

- 1. Applicant represents and warrants that all information, including but not limited to, the information on the Application for credit is true and correct as of the date of this Application.
- 2. Applicant agrees that within (5) business days of a material business change, Applicant will notify Würth Baer Supply of any material adverse change in Applicant's financial condition, which changes shall include, but not limited to, Applicant's insolvency or bankruptcy, Applicant default under any credit agreement or the attachment of any tax lien or judgement to, or the attachment by any creditor of a substantial portion of Applicant assets.
- 3. Applicant represents and warrants that it is financially able to comply with, and will comply with, all payment terms specified herein or in any invoice from Würth Baer Supply. Such representation and warranty shall be deemed remade each time Applicant places an order with Würth Baer Supply.
- 4. Applicant represents and warrants that all persons making or placing orders on its behalf have authority to do so. Würth Baer Supply may reject any order prior to acceptance.
- 5. Applicant agrees to pay all invoices under the following terms unless otherwise agreed in writing by Würth Baer Supply: 25th prox; meaning payable in full by the 25th of the month following the invoice date. An account becomes past due after that date and Applicant agrees to pay interest on amounts due and not timely paid at the rate of 1.5% per month (\$1.00 minimum). The fee for a check returned, unpaid for any reason, from a bank is minimum \$25.00 and will be paid by the Applicant when billed.
- 6. Applicant's noncompliance with the terms may result in an account being relegated to COD terms. All orders are subject to approval by Würth Baer Supply's Financial Services Department. Würth Baer Supply reserves the right to hold orders or ship COD if our terms and conditions are not followed.
- 7. The terms and conditions of this Application supersede any terms and conditions stated in Applicant's provided documents.
- 8. Applicant agrees that Würth Baer Supply can change or amend any terms of this Application by advising the Applicant. The Applicant's continued use of the account shall be considered acceptance of the changed terms.
- 9. The Applicant agrees to provide Würth Baer Supply updated financial information upon request. In the event of an unfavorable credit report or failure to timely pay any invoice, Würth Baer Supply may withhold deliveries to Applicant without notice. Würth Baer Supply's failure to pursue this course of actions shall not be a waiver of its rights outlined in this Application.
- 10. Applicant will pay all expenses, including but not limited to, attorneys' fees, collection costs and pay other expenses incurred by Würth Baer Supply in the enforcement of this Application and the collection of any amounts due Würth Baer Supply. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Illinois, without regard to its choice of law provisions. Any proceeding arising out of or relating to this Agreement shall be brought in the courts of the state of Illinois, or, if it has or can acquire jurisdiction, in the United States District Court for the Northern District of Illinois. This provision may be filed with any court as written evidence of the knowing and voluntary irrevocable agreement between parties to waive any objections to jurisdiction, venue or convenience of forum.
- 11. Applicant acknowledges and expressly consents to Würth Baer Supply the use of an automatic telephone dialing system ("ATDS") to initiate calls, faxes or text messages to Applicant for any business purpose, including, but not limited to, confirming or updating information in this Application, collection of accounts receivable, marketing of Würth Baer Supply products, status of product order and delivery address confirmation.
- 12. Applicant represents and warrants that Applicant has read and agrees to the above terms and conditions and the Terms and Conditions of Sale on Würth Baer Supply's website, www.wurthbaersupply.com

(Applicant Name) _____

(Print Name) _____ (Title) _____ (Date) _____

(Signature) _____