



**AUBURN  
SUPPLY CO.**

SERVICE WE'RE PROUD OF... SINCE 1947

**CREDIT APPLICATION FORM**

Please complete the entire form including the continuing guarantee. If you have any questions regarding the preparation of this form, contact our credit manager.

**COMPANY INFORMATION**

			Amount of Credit Requested: _____	
Full Legal Name/Business Entity		Phone Number		Fax Number
Address		E-Mail		Cellular Phone Number
Billing Address (if different from above)		City		State      Zip
Company Type: <input type="checkbox"/> Corporation <input type="checkbox"/> Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Franchise <input type="checkbox"/> Other _____				
Federal Tax I.D.(if incorporated)	Principal business of firm	Year business established		At present location since
Is business incorporated?	If so, under laws of what state?	Accounts Payable Contact		Purchasing Agent Contact

**BANK REFERENCES**

Bank Name	Account #		Contact	
Address	City	State	Zip	Phone

**CREDIT REFERENCES**

Trade Name	Phone #		Fax #	
Address	City	State	Zip	Contact
Trade Name	Phone #		Fax #	
Address	City	State	Zip	Contact
Trade Name	Phone #		Fax #	
Address	City	State	Zip	Contact

**Check each category below which describes your operation**

- |  |   |
|--|---|
| <input type="checkbox"/> Plumber (Licensed in the State of _____, # _____)<br><input type="checkbox"/> New Residential<br><input type="checkbox"/> New Commercial<br><input type="checkbox"/> Repair/Remodeling<br><input type="checkbox"/> Heating - Ventilation<br><input type="checkbox"/> Building Maintenance | <input type="checkbox"/> Kitchen/Bath Remodeler<br><input type="checkbox"/> Retail Dealer<br><input type="checkbox"/> Government Agency, Municipality<br><input type="checkbox"/> School, Church<br><input type="checkbox"/> Sewer & Water Contractor<br><input type="checkbox"/> Other (specify) |
|--|---|

**SPECIAL REQUIREMENTS**

Do you require a Purchase Order Number on our invoice?.....  Yes     No  
 Do you require a Job Number on our invoice?.....  Yes     No  
 Will purchases ordinarily be.....  Taxable.....  Non-Taxable  
**NOTE: We are required by law to charge applicable sales and use tax unless you provide a tax exemption certificate.**

Delivery Instructions: (Shop Address)

**How would you like your statements and invoices sent to you?**     Fax     E-Mail

**Do you have any specific purchase restrictions? (e.g. certain employees, no tools, etc.)**     Yes     No - If yes, please explain



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## TERMS & CONDITIONS

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### Terms and Conditions

This Agreement is made for the purpose of inducing Seller to extend credit to Purchaser for purchasers of wholesale plumbing and heating supplies ("Goods") for Purchaser's business.

All sales are subject to these Terms and Conditions, which shall prevail over any inconsistent terms of Purchaser's purchase order or other documents, statements, or representations. The Terms and Conditions shall not be modified or altered by Seller's shipment of Goods following receipt of Purchaser's purchase order or other documents containing provisions, terms, or conditions in addition to, or in conflict or inconsistent with the Terms and Conditions. No terms and conditions altering or modifying the Terms and Conditions shall be binding upon Seller without Seller's prior written approval. There are no terms, conditions, understandings, or agreements other than those stated herein, and all prior proposals and negotiations are merged herein.

PURCHASER AND SELLER AGREE AND INTENT THAT THERE ARE NO THIRD PARTY BENEFICIARIES TO THIS DOCUMENT AND THAT PURCHASER AND SELLER ARE THE SOLE INTENDED BENEFICIARIES OF THIS DOCUMENT.

Seller's price quotations are subject to change without notice, and are F.O.B. Seller's warehouse. Price extensions, when made, are for Purchaser's convenience only, and such extensions, as well as any mathematical or clerical errors, are not binding on Seller. Prices quoted do not include any sales, excise, or other tax or charge payable by Seller to any federal, state or local authority. Any taxes now or hereafter imposed upon sales or shipments are the responsibility of Purchaser. Purchaser shall reimburse Seller for any such tax or provide Seller with a current and valid tax exemption certificate.

All price quotations and agreements are subject to causes beyond Seller's reasonable control, including, but not limited to, governmental action, strikes, or other labor troubles, fire damage or destruction of goods, manufacturers' shortages, inability to obtain materials, fuels or supplies, acts of God, acts of terrorism, or any cause whatsoever beyond Seller's control. Seller shall not be liable for delay in delivery.

Goods not manufactured by Seller are warranted and guaranteed only to the extent and in the manner warranted by the original manufacturer of such Goods.

ALL OTHER WARRANTIES, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE EXCLUDED. SELLER'S LIABILITY HEREUNDER, AND PURCHASER'S EXCLUSIVE REMEDIES HEREUNDER, EITHER IN CONTRACT OR IN TORT OR PURSUANT TO STATUTE, FOR BREACH OF WARRANTY OR FOR NEGLIGENCE, ARE EXPRESSLY LIMITED TO A CREDIT OF THE PURCHASE PRICE TOWARDS FUTURE PURCHASES OR THE REPLACEMENT OF THE GOODS, BUT ONLY IF, AND TO THE EXTENT, SELLER RECEIVES CREDIT OR REPLACEMENT FROM THE MANUFACTURER FOR SUCH GOODS. WRITTEN NOTICE IDENTIFYING DEFECTIVE GOODS AND SPECIFYING THE DEFECT MUST BE GIVEN TO SELLER WITHIN TEN (10) DAYS AFTER RECEIPT OF GOODS. UPON SELLER'S REQUEST, THE ALLEGEDLY DEFECTIVE GOODS MUST BE RETURNED FOR INSPECTION. FAILURE TO GIVE THREE REQUIRED NOTICE WITHIN THE TIME PROVIDED OR TO RETURN ALLEGEDLY DEFECTIVE GOODS TO SELLER AT SELLER'S REQUEST CONSTITUTES A WAIVER OF ALL CLAIMS AGAINST SELLER. PURCHASER UNDERSTANDS AND AGREES THAT SELLER SHALL NOT BE LIABLE, DIRECTLY OR INDIRECTLY, FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL OR INDIRECT DAMAGES IN ANY WAY ARISING FROM THE SALE, HANDLING, INSTALLATION, OR USE OF THE GOODS SOLD OR FROM ANY OTHER BREACH OF THIS DOCUMENT, ANY PURCHASER ORDER OR ANY OTHER AGREEMENT BETWEEN PURCHASER AND SELLER.

No claim for shortage to Goods shall be allowed unless Purchaser gives Seller written notice of the claim, with a full description of the alleged shortage and/or damage, within ten (10) days after receipt of shipment. Seller's responsibility ceases upon issuance of Bill of Lading.

No credit for Goods returned by Purchaser shall be given without Seller's prior written authorization. Resaleable returned Goods regularly carried in stock will be subject to a fifteen percent (15%) restocking charge, plus any freight charges if applicable. Return of any other Goods is subject to approval of the manufacturer and is subject to the manufacturer's return policy.

Seller shall not be liable to Purchaser for Goods which are damaged or lost while in the possession of a common carrier.



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## TERMS & CONDITIONS CONTINUED

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Payment terms are net 10<sup>th</sup> prox unless noted otherwise on invoice. A service charge of one and one-half percent (1-1/2%) per month will be added to balances 45 days and older, until fully paid.

Purchaser shall pay Seller's costs and expenses of collection, suit, or other legal action, including all actual attorney's and paralegal fees, incurred presuit, through trial, on appeal, or in any administrative proceedings brought as a result of the commercial relationship between them. Seller may assign, without Purchaser's consent, any cause of action which Seller may have against Purchaser.

Seller reserves the right to terminate or restrict any order upon notice to Purchaser if Purchaser fails to comply with these Terms and Conditions or if Purchaser's credit becomes unsatisfactory as determined by Seller in its sole discretion. Purchaser certifies that it is and will continue to be solvent and will immediately advise Seller if it becomes insolvent. Purchaser agrees to send Seller written notice of any change in the ownership of Purchaser or its business within five (5) days of such change.

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## AUTHORIZATION & AGREEMENT

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***The undersigned, on behalf of Purchaser, certifies that the information contained in this document is true and correct and is submitted to obtain credit for business purposes, and agrees to the above Terms and Conditions and any changes thereto.***

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

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

By: (Print or Type) \_\_\_\_\_

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

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



# PERSONAL GUARANTY

In consideration of Seller's sale and delivery of Goods to Purchaser under an Open Account, the undersigned (individually and/or collectively, the "Guarantor") hereby fully guarantee(s) and agree(s) that the Guarantor shall be jointly and severally liable for the payment of any amount Purchaser owes Seller from time to time under the Open Account, together with all service or other charges, damages and costs for which Purchaser may be obligated to Seller, including all costs and expenses of collection, suit, or other legal action, including reasonable attorney's and paralegal fees incurred through trial, on appeal, or in any administrative proceedings brought as a result of the commercial relationship between them. Guarantor hereby waives notice of acceptance hereof, amount of sale, dates of shipments or deliveries, notice of default in payment and legal proceedings against Purchaser. Guarantor acknowledges that the execution and delivery of this Guaranty to Seller is a condition for extending commercial credit to Purchaser.

Guarantor understands and agrees that Guarantor's liability under this Guaranty shall be unlimited, unconditional, absolute and continuing, and that this is a guaranty of payment.

Seller shall have the right to pursue enforcement of this Continuing Personal Guaranty without first seeking payment from Purchaser.

Guarantor consents to Seller's use of a non-business consumer credit report on Guarantor to further evaluate the creditworthiness of Guarantor as principal(s), proprietor(s) and/or guarantor(s) in connection with the extension of business credit to Purchaser. Guarantor hereby authorize(s) Seller to utilize a consumer credit report on Guarantor from time to time, in connection with the extension or continuation of business credit to Purchaser.

IN WITNESS WHEREOF, the undersigned hereby execute(s) this Guaranty this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

<b>Signature:</b> _____	<b>Signature:</b> _____
<b>Print Name:</b> _____	<b>Print Name:</b> _____
<b>Residence:</b> _____	<b>Residence:</b> _____
_____	_____
_____	_____
<b>Tel. No.:</b> _____	<b>Tel No.:</b> _____
<b>Fax No.:</b> _____	<b>Fax No.:</b> _____
<b>Cell No.:</b> _____	<b>Cell No.:</b> _____
<b>SSN:</b> _____	<b>SSN:</b> _____

***Do not use corporate or business titles as they are inapplicable.***

Please keep a copy for your records and mail original document to:  
 Auburn Supply Company at 19081 Old LaGrange Road - Suite 114, Mokena, IL 60448



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® SERVICE WE'RE PROUD OF... SINCE 1947

# COMMUNICATIONS CONSENT FORM

I understand that by providing my mailing address, telephone number, fax number and e-mail address, I consent to receive communications sent by or on behalf of Auburn Supply Company via regular mail, telephone, fax and e-mail.

*Please print or type*

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

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

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

City/ST/Zip: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_

*Without this consent form we will be unable to send faxes to you, even if you request information from us.*

*The law mandates that we have express permission before sending any faxes deemed "commercial" - "any material advertising the commercial availability or quality of any property, goods or services" - Meaning we need to have your written permission before faxing anything to you that promotes the exchange of money.*

*Thank you for your cooperation with our effort to stay in compliance.*

With signature, I approve the following methods of communication:

- Phone       Fax       Mail       E-mail

Signature: \_\_\_\_\_

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

Please return by fax or by mail as indicated below

**AUBURN SUPPLY COMPANY**

19081 Old LaGrange Road \*Suite 114 \* Mokena, IL 60448 \* PHONE (708) 596-9800 \* FAX (708) 596-0981