Winsupply™

Topeka Winsupply Co
3721 SW South Park Ave Topeka KS 66609
Ph: 785-232-9321 Fax: 785-232-7752

PRINT

CREDIT APPLICATION

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? ☐ Yes ☐ No

If different? Street: City: State: Zip:

Tax exempt? ☐ Yes ☐ 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): ☐ Yes ☐ 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? ☐ Yes ☐ No	Does Applicant/ Affiliates have pending lawsuits? ☐ Yes ☐ No

Legal structure : ☐ S Corporation ☐ C Corporation ☐ Limited Liability Company ☐ Sole Proprietorship ☐ 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_____

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: ☐ Yes ☐ No	Loan account number:
Availability to borrow: ☐ Yes ☐ No	In Default? ☐ Yes ☐ No
Loan Officer :	Phone: / Fax:

I hereby authorize bank named above to release information requested for the purpose of obtaining and/or reviewing credit.

Authorized signature for banking credit reference release: X _____

Printed name of authorized signature:

Trade References

Major supplier company name:	Contact:
Account number:	Phone:
E-mail:	Fax:
Major supplier company name:	Contact:
Account number:	Phone:
Email:	Fax:
Major supplier company name:	Contact:
Account number:	Phone:
Email:	Fax:

Terms & Conditions

Within this Agreement, the words "we", "us", "Seller" and "our" shall refer individually to the company extending credit, named in the header of the credit application ("Application"). The words "you" and "your" refer to each customer ("Applicant") for which we have approved an Application for a Commercial Charge Account ("Account"), any person who signed the Application on behalf of such customer, and each other person authorized to make purchases under the Account.

1. ACCOUNT WITH SELLER. All parties to this Agreement acknowledge that any credit account established for you or for your benefit will be with the Seller at which you charge purchases to your Account. The terms of this Agreement shall inure to the benefit of Seller. It is agreed that Seller or any of its successors or assigns may bring any action for recourse or remedy sought by Seller.

2. ACCOUNT FOR BUSINESS PURPOSES ONLY. Purchases under the Account may be made only for commercial, industrial or other business purposes. They may not be made for personal, family, household, or other consumer purposes. Because the Account is for business purposes only, important legal duties and obligations that apply to consumer credit accounts are not applicable

3. AUTHORIZED PURCHASERS. You agree that 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 to the supplier's a list of authorized purchasers in writing. Purchases and/or deliveries are authorized to be made without signature.

4. BILLING TERMS. You agree to pay all amounts charged to the Account on or before their due date. You accept our billing terms as they may be set forth in the sales invoices and/or statements for all purchases under the Account. We will try to reflect your purchase order numbers on our invoices. However, the presence or absence of a purchase order number on our invoices shall in no way affect your obligation to pay the invoices.

5. FINANCE CHARGE. If we do not receive payment in full in a timely manner, we will assess a finance charge until all amounts due on the Account are paid in full. The Finance Charge may be the greater of (a) the maximum amount permitted by applicable law or (b) 1.5% per month, or 18% per annum, of the total of the Balance Due and all other amounts past due on the Account, adjusted for any payments and credit.

6. RETURNED CHECK CHARGE. We may impose a charge up to the maximum allowed by law for each check received in payment on the Account which is returned to us as unpaid ("Returned Check Charge").

7. PAYMENT APPLICATION. Customer agrees to furnish remittance detail with payment. In the event the customer fails to furnish remittance detail with a payment, we may apply the payment first to any Finance Charge, Returned Check Charge, or other charge excluding purchases and then to all unpaid purchases on the Account in the order which they were made, oldest first.

8. SECURITY INTERESTS/LIENS. Applicant grants the following Security Interests: purchase money security interest in all goods purchased on the Account until paid in full. You agree to execute such documents and take such other actions as we may request in connection with the perfection or enforcement of our Security Interests.

9. IN THE EVENT OF DEFAULT. You agree to pay our costs of collection whether or not 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 25%.

10. CREDIT INFORMATION. Unless and until the Account is canceled and paid in full, you agree to provide us with periodic financial statements, and you authorize us to investigate and obtain credit information about you, each principal (i.e., owner, officer or partner) of the customer with the Account, and each Personal Guarantor of the Account, including information from commercial credit reporting companies, consumer credit reporting companies, the bank, construction lender and trade credit references identified on your Application for the Account, and such other sources of credit information about this Account to credit reporting companies and others which we believe may lawfully receive such information.

11. GOVERNING LAW. 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 and you agree that the proper venue for all actions arising in connection with this Agreement shall be deemed exclusively proper only in state or federal court located in Montgomery County, Ohio, or, in Seller's sole discretion, in any state or federal court located in the state of Seller's principal location or the state of the intended final location of the furnished goods.

12. ASSIGNMENT. We may sell, assign, transfer any or all of your Account or any balances due thereunder without prior notice to you. You may not sell, assign, or transfer your Account or any of your obligations under this Agreement.

13. **TERMS AND CONDITIONS OF SALE: You have reviewed and read the terms and conditions of sale located at https://www.winsupplyinc.com/s/terms-conditions-sale and fully agree with them.**

14. ENTIRE AGREEMENT. The Application, the Terms & Conditions of Sale and this Agreement constitute the entire agreement between you and us regarding the Account and supersede all of our prior written and oral agreements and understandings relating to the subject. We may at any time, and subject to applicable law, change or add to the terms and conditions stated herein governing the Account. Unless prohibited by applicable law, we may apply any changed or additional term to the outstanding balance on your Account on the effective date of such term and to any future balances thereafter. When required by applicable law, we will provide you with notice of any such changed or addi-tional term

Personal Guaranty

Inconsideration of our extending credit under the Account, the undersigned guarantor ("Personal Guarantor") agrees to unconditionally and irrevocably personally guaranty the payment of all amounts due under, and the performance of, the terms of the Agreement and further agrees to pay the total balance due on the Account upon demand without requiring us to proceed first against the Applicant also liable on this Account. You also waive any notices regarding the Agreement or this guaranty and agree that this guaranty shall be effective until the Agreement has been terminated and all amounts due thereunder shall have been fully paid. You waive all suretyship defenses and agree that this guaranty shall remain in effect if we change the terms of the Agreement in any way, including raising rates, fess or credit limits, adding locations where the Account may be used or if we assign the Agreement. You also understand and direct that your personal credit reports and other inquiries regarding your credit may be obtained by us from time to time. You represent and promise that everything in this application is true and complete.

The undersigned, recognizing that his or her individual credit history may be a necessary factor in the evaluation of this personal guaranty, hereby consents to and authorizes the use of a consumer credit report on the undersigned by the Seller or its agents or assigns, from time to time as may be deemed necessary by the Seller.

Valid in Kentucky Only:

Expiration Date : Amount Guaranteed:

Name:	Name:
Social Security Number: DOB:	Social Security Number: DOB:
Personal Guaranty Signature (as an individual): X	Personal Guaranty Signature (as an individual): X

Authorization for Credit

APPLICANT'S SIGNATURE ATTESTS FINANCIAL RESPONSIBILITY, ABILITY AND WILLINGNESS TO PAY IN ACCORDANCE WITH TERMS AS STATED IN THIS AGREEMENT. (Provide identification documentation at time of signature)

In the event of Default, and if this account is turned over to an agency and/or attorney for collection, the undersigned agrees to pay all costs of collection, including but not limited to reasonable attorney fees whether or not suit is filed. In jurisdictions where a stated rate is required, reasonable attorneys' fees will be 25%. The Finance Charge may be applied and may be the greater of (a) the maximum amount permitted by applicable law or (b) 1.5% per month, or 18% per annum, of the total of the Balance Due and all other amounts past due on the Account, adjusted for any payments and credit.

Credit Application Signature: X _____ Title: _____ Date: _____

Printed Name: _____ Drivers License # or Other ID: _____

AS REQUIRED BY THE USA PATIOT ACT, SECTION 326, AND TO HELP THE GOVERNMENT FIGHT THE FUNDING OF TERRORISM AND MONEY LAUNDERING ACTIVITIES, FEDERAL LAW REQUIRES ALL FINANCIAL INSTITUTIONS TO OBTAIN, VERIFY, AND RECORD INFORMATIONTHAT IDENTIFIES EACH PERSON WHO OPENS AN ACCOUNT. WHAT THIS MEANS FOR YOU; WHEN YOU OPEN AN ACCOUNT , WE MAY ASK YOU FOR YOUR NAME, ADDRESS, DATE OF BIRTH, AND OTHER INFORMATION THAT WILL ALLOW US TO IDENTIFY YOU. WE WILL MAY ALSO ASK TO SEE YOUR DRIVER'S LICENSE OR OTHER IDENTIFYING DOCUMENT.

THE FEDERAL EQUAL CREDIT OPPORTUNITY ACT PROHIBITS CREDITORS FROM DISCRIMINATING AGAINST CREDIT APPLICANTS ON THE BASIS FROM DISCRIMINATING AGAINST CREDIT APPLICANTS ON THE BASIS OF RACE, COLOR, RELIGION, NATIONAL ORIGIN, SEX, MARITAL STATUS, AGE (PROVIDED THE APPLICANT HAS THE CAPACITY TO ENTER INTO A BINDING CONTRACT); BECAUSE ALL OR PART OF THE APPLICANT'S INCOME DERIVES FROM ANY PUBLIC ASSISTANCE PROGRAM; OR BECAUSE THE APPLICANT HAS IN GOOD FAITH EXERCISED ANY RIGHT UNDER THE CONSUMER CREDIT PROTECTION ACT. THE FEDERAL AGENCY THAT ADMINISTERS COMPLIANCE WITH THIS LAW CONCERNING THEIS CREDITOR IS THE FEDERAL TRADE COMMISION, EQUAL CREDIT OPPORTUNITY; WASHINGTON, D.C. 20580.

If your application for business credit is denied, you have the right to a written statement of the specific reason for that denial. To obtain the statement, please contact the Seller within 60 days from the date you are notified of our decision. We will send you a written statement of reasons for the denial within 30 days of receiving your request for the statement. **Revision date 4/2014**