

Credit	App	lication
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Co	mpany Name:			DBA:		
Bil	ling Address:					
Cit	y:			State:	Zip:	
Pho	one:		Fax	«		
We	bsite:					
Firr	m is a:	_ Corporation	Prop	rietorship	Partnershi	р
Co	rporate Federal ID Numl	oer:	Sa	ales Tax Exempt Num	ber:	
			Accountin	g		
Aco	counts Payable Contact	:		Telephone:		
Em	ail Address:					
Тур	e of Account:	_ Open Account _	Credit Card (Se	e Credit Card form)	EFT/ACH (S	ee EFT Form)
	COD/CIA	_ Floor Plan – Floor	Plan Co:	Account #	#:	
		Owr	ners, Partners o	or Officers		
1)	Name:			Title:		
	Phone:		Social Sec	curity Number:		
	Home Address:			City:	State:	Zip:
2)	Name:			Title:		
	Phone:		Social Sec	curity Number:		
	Home Address:			City:	State:	Zip:
Credit References (only applicable for Open Account Applications)						
1)	Company:			Contact:		
	Email:		_ Account #:		Line of Credit:	
2)	Company:			Contact:		
	Email:		_ Account #:		Line of Credit:	
3)	Company:			Contact:		
	Email:		_ Account #:		Line of Credit:	
4)	Company:			Contact:		
	Email:		_ Account #:		Line of Credit:	



Shipping Information

Primary Shipping Address:		
City:	State:	Zip Code:
Delivery Appointment Required	Lift Gate Required	Address is Residential
Limited Access (ex: Storage Unit, Farm	n, FedEx Store, UPS Store, etc)	
Secondary Shipping Address:		
City:	State:	Zip Code:
Delivery Appointment Required	Lift Gate Required	Address is Residential
Limited Access (ex: Storage Unit, Farm	n, FedEx Store, UPS Store, etc)	
If additional ship-to locations are needed, please	attach a list with all above in	formation
Com	pany Information	
Product Categories Sold: Appliances	Residential A/V	Commercial A/V Pro A/V
Security/Surve	eillance Electrical Su	upplies
Do You have a showroom or store front?	_NoYes	
Do you offer custom installation services?	NoYes	
Do you install control systems? No	Yes If Yes, bra	nd?
Buying Group: BrandSource	ProSourceHTS	AAINNATM
Nationwide Marketing	GroupOasys	Elipsys Azione
TRIB Group	APRORent Direct	Other:
Do you currently sell online? No	_Yes	
If Yes, please specify: Own website	Amazon eBa	y Etsy Macy's
Newegg Rakuten Sears	Target Wal	martOther:
Ac	count Contacts	
Name	Phone	Email
Sales Manager:		
Buyer:		
Invoices:		
Marketing:		



Terms & Conditions

In exchange for Dorrance Supply Company or one of its subsidiaries ("Dorrance" or "Seller") extending credit to the above-named Applicant ("Customer" or "Buyer"), Customer, with the intent to be legally bound, accepts and agrees to be bound by and comply with all of the following terms and conditions:

Credit/Payment:

Seller is authorized to investigate Buyer's credit record and references and to report to responsible persons and bureaus Buyer's performance under this Agreement. Buyer agrees to provide further documentation and financial information as may be required from time to time by Dorrance. Buyer shall pay the full amount of any invoice on or before the date for payment set forth on such invoice or be subject to finance charges of 1.75% (21% APR) plus payment of all costs of collection. In the event that any invoice is not paid when due, in addition to payment of finance charges and collection costs, Dorrance may, at its option, require that all other orders be sent C.O.D. or Credit Card until the account is paid in full, or may suspend further deliveries until the account is paid in full, or may terminate this agreement. Dorrance may also elect to institute one or more of these remedies if Buyer fails to give reasonable assurances of due performance, or if in Dorrance opinion, there is an adverse change in Buyer's financial condition. To qualify for credit lines in excess of \$25,000, financial statements including a balance sheet and statement of earnings must accompany this application. Dorrance also reserves the right to require Buyer to furnish an irrevocable letter of credit to secure Buyer's payment obligation for purchases exceeding \$25,000 per month.

As continuing security for the balance owed Buyer to Seller for the purchase price of products sold (collectively, the "Obligations"), Buyer grants to Seller a continuing, specific and fixed purchase money security interest in and to all products now or hereafter sold to Buyer by Seller and all Proceeds (as defined in the applicable Uniform Commercial Code) thereof. Buyer shall execute, at Seller's request, such other and further documents as may be necessary or desirable to further evidence, perfect or amend such security interest. Buyer hereby authorizes Seller to file any document or UCC Financing Statement to secure and perfect its interest granted herein without Buyer's consent.

Returned Checks

\$25.00 charge for any returned unpaid check.

Sales Tax

The resale certificate must be submitted for the state in which billing address is located. If an exemption certificate is not available or if the Buyer wishes to pay the sales tax, a statement on the company letterhead advising that the Buyer will pay sales tax, must be provided. If any certificate of Buyer is deemed invalid by any applicable taxing authority, Buyer shall pay all such taxes and any fines, penalties, or costs arising out of such invalid certificate.

Shipping

All orders are shipped FOB Dorrance's warehouse unless otherwise specified. Method and route of shipment are at Seller's discretion. Title to products and risk of loss pass to Buyer upon shipment from Seller's warehouse. Buyer agrees to purchase any and all insurance it deems necessary to indemnify it against any loss in shipping. Buyer assumes all risk of loss in shipping and all liability for loss or damage, whether direct, indirect, consequential or otherwise, due to delays once the products have been delivered to the carrier. Buyer will comply with all applicable laws, regulations and ordinances of any governmental authority in any country having proper jurisdiction, including, without limitation, those laws of the United States or other countries that regulate the import or export of the goods provided by Seller.

Delivery

Seller shall not be responsible for loss, damage, delay or failure with respect to the products if due to or arising from shortage of raw materials, fires, labor troubles of any kind, accidents, breakdown of machinery, government acts of any kind, failure of manufacturers, subcontractors or suppliers to deliver materials or supplies or to provide services as agreed or contemplated by past dealings, transportation difficulties of any kind, acts of God, acts of Buyer or anything reasonably beyond Seller's control, whether or not presently occurring or contemplated by either party. Seller shall not be liable for damages, general, consequential or otherwise, or for failure to give notice of any delay until it shall have such additional time within which to deliver the products as may be reasonably necessary under the circumstances and shall have the right to apportion its inventory among its customers in such a manner as it considers acceptable. Seller shall also have the right to deliver the products in installments.

Returning Product

Customer must secure a Return Authorization (RA) before making any return which will remain valid for 30 days from date of issue.

Unused Product:

- (a) Dorrance Supply may, at its option, accept as a return for credit unused product in its unopened original package and in a condition that could be sold as new providing the product was purchased from seller no more than thirty (30) days prior to the date of return. Products must be unopened and include all original instructions and packaging within the original box.
- (b) Special order items are, at the Seller's option, subject to manufacturer's return policies and restocking fees. In the event a manufacturer declines a return, Dorrance will have no obligation to accept the item into their inventory.
- (c) Custom made items are non-returnable
- (d) Clearance, closeout and limited quantity items may not be returned.

Opened Product:

(a) Dorrance does not accept returns on opened, non-defective items.

Defective Product:

- (a) Return for replacement or repair only based on manufacturers' return policies.
- (b) At Dorrance's discretion, any product returned with no defect found will be charged a restocking fee of up to 25%



The remedies of Buyer set forth herein shall be exclusive and the liability of Seller arising out of or in connection with the sale of the products (whether in tort, contract or otherwise) shall be limited to the replacement or repair of the defective product.

Buyer is responsible for any shipping charges assessed in returning unopened or defective product. Dorrance Supply or the manufacturer, at their option, may waive return shipping charges or issue pre-paid shipping labels.

Additional Provisions

<u>Different Terms</u> – Seller shall not be bound by any printed matter appearing on forms or orders submitted by Buyer which attempts to impose upon Seller terms and conditions which are different from and/or additional to these Terms and Conditions. Any such additional and/or different terms and conditions are deemed to materially alter the Terms and Conditions and are hereby objected to and rejected by Seller. Any such additional and/or different terms and conditions submitted by the Buyer shall constitute proposals for additions to the Agreement and shall not become part of the Agreement unless an authorized representative of Seller consents in writing to such additional and/or different terms and conditions by making specific reference to the additional and/or different terms and conditions.

WARRANTY DISCLAIMER AND LIMITATION OF LIABILITY – ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, WHETHER APPEARING IN THE SELLER'S CATALOG OR ADVERTISING MATERIALS OR ELSEWHERE STATED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE EXCLUDED. SELLER SHALL IN NO EVENT BE LIABLE FOR SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES.

Assignment – Buyer shall not assign any of its rights nor delegate any of its duties or obligations under this Agreement without the prior written approval of Seller. Any such assignment or delegation without Seller's prior written consent shall be null and void. Subject to the foregoing, this Agreement shall inure to the benefit of and be binding upon the successors, legal representatives and assigns of Seller and Buyer.

<u>Waiver</u> – No course of dealing between Seller and Buyer or delay on the part of Seller in exercising any rights hereunder shall operate as a waiver of any of Seller's rights hereunder. Seller's waiver or acceptance of any breach by Buyer of any provision of the Agreement shall not constitute a waiver of or excuse for nonperformance as to any other provision of the Agreement nor as to any prior or subsequent breach of the same provision. <u>Enforceability</u> – The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other terms or conditions hereof.

Integration – This Agreement is intended by the parties as a final expression of their agreement and is also intended as a complete and inclusive statement of the terms of their agreement. This Agreement shall not be altered, modified or changed in any manner except by an instrument in writing signed by a duly authorized representative of Seller.

<u>Governing Law</u> – This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio(without regard to it's conflict of laws principals), including the Uniform Commercial Code as in force and effect in the State of Ohio on the date of Buyer's acceptance of the offer. <u>California Proposition 65</u> – As a retail seller or distributor, you are legally responsible for the placement and maintenance of warning materials on products that you sell that are subject to the requirements of Proposition 65, including warnings for products sold over the internet. If you fail to provide a Proposition 65 Warning to a California consumer, Dorrance Supply Company will have no responsibility or liability to you for such failure, and any penalties, costs or attorneys' fees assessed in any civil action against you will be solely your responsibility. Please visit www.p65Warnings.ca.gov for more information.

The Applicant attests that the information and statements provided in this application are true and complete and are made for the purpose of inducing Dorrance Supply Company to establish an open account line of credit for Applicant and/or allow Applicant to submit company checks when purchasing on a C.O.D. basis.

The Applicant additionally attests that they have read and understand the "Terms and Conditions" contained in this form and agree that the "Terms and Conditions" will govern the purchase and delivery of all goods by Dorrance to Applicant.

In support of this application, Dorrance is hereby authorized to obtain business and/or personal credit and/or financial information on the Applicant and its principals. It is understood that Dorrance and its employees will hold any and all information received in strict confidence.

Signature of Principal:		
Printed Name:	 	
Title:		
Date:	 	



Credit References

(only applicable for COD and Open Account Applications)

Company Name:	DBA:	
Address:		
City:	State:	Zip:
Bank Name:	Contact:	
Address:		
City:	State:	Zip:
Phone:	Fax:	
Checking Account #:	Savings Account #	:
I authorize Dorrance Supply Company to obtain my curren		
Please accept my signature as authorization to provide Do	•	
Signature of Principal:	Printed Name:	
Title:	Date:	
Bank Us	se Only	
The business owner/officer above has provided your name as the opening an account with our company. The information you provided They have provided us with signed authorization to access this integration to access the signed authorization to access the signed a	de will be helpful in our de	ecision to extend them a line of credit.
Checking Account Information		
Date Opened: Average Balance:		
NSF: Returned Checks:		
Comments:		
Savings Account Information		
Date Opened: Average Balance:		
NSF: Returned Checks:		
Comments:		



AUTHORIZATION AGREEMENT FOR AUTOMATIC WITHDRAWAL
(ACH) DEBITS AND AUTOMATIC (ACH) CREDITS

I (We) hereby authorize Dorrance Supply Company, 1140 Hubbard Road, Youngstown, Ohio 44505 to initiate as necessary, ACH debit entries and ACH credit entries to my (our) account as stated below and the Depository Bank named below to debit and credit my (our) account.

DEPOSITY BANK ADDRE	SS:			
DEPOSITORY BANK PHONE:				
DEPOSITORY BANK TRANSIT/ABA NUMBER:				
CUSTOMER ACCOUNT N	IAME:			
CUSTOMER BANK ACCOUNT NUMBER:				
TYPE OF ACCOUNT:	Business Checking	Business Savings		
	Personal checking	Personal Savings		
CUSTOMER CONTACT PERSON:				
CUSTOMER PHONE NUMBER:				
CUSTOMER FAX NUMBER:				
CUSTOMER EMAIL ADD	RESS:			

This authorization allows Dorrance Supply Company to debit my (our) account for payment of all invoices when said invoices are due and payable. This authorization also allows Dorrance Supply Company to credit my (our) account for appropriate credit entries and adjustments. Credit entries and adjustments may also appear on invoices and invoices may be reduced by these credit entries and adjustments.

This authority is to remain in full force and effect until Dorrance Supply Company has received written notification from me (or either of us) seventy-two (72) hours prior to the effective termination date so as to afford Dorrance Supply Company and Depository Bank a reasonable opportunity to act.

NAME:		
TAX IDENTIFICATION:	DATE:	
SIGNED:		

THIS SECTION TO BE COMPLETED BY BANK

The	Bank of	agrees to the terms of the
(Name of Bank)	(City & State)	
Authorization Agreement dated	•	
We agree to participate in the plan by ho	noring cash item drafts, provided that c	ollected funds are on deposit to cover said
drafts, for the account of	within twenty-four (24) hours o	f presentation. We certify that we are a
member of the Automated Clearing House	se Association (ACH) of the Federal Res	serve System and is bound by the Electronic
Funds Transfer Act (Regulation E) and Ex	pedited Funds Availability Act (Regulati	on CC). The arrangement will be discontinued
seventy-two (72) hours after Dorrance Su	upply Company's receipt of written noti	ce of cancellation from our Bank or from the
dealer.		
	By:	
Pank Nama	Signature	

Signature & Title



Credit Card Authorization

Company Name:		DBA:	
Cardholder Name:			
Card Billing Address:			
City:		State:	Zip:
	VISA MasterCard		American Express
This Card will:	replace the primary ca		
	is for one-time use only		

The undersigned authorizes Dorrance Supply to use the credit card information provided herein as payment for orders and associated fees, (i.e. freight charges). Any changes to the above must be submitted in writing to Dorrance Supply Company with confirmation of receipt.

Signature

Print Name