

# Business Credit Application Form Issued By:

Toolco Industrial Corporation

P.O. Box 996

Marion, NC 28752

Office: 828-652-2273

Fax: 828-652-1850

Faxed application will be deemed as original: Date: \_\_\_\_\_

( **Applicant/Purchaser**): Company Name( legal business name): \_\_\_\_\_

Date Established \_\_\_\_\_ Credit Limit Request \$ \_\_\_\_\_

Street Address:

Address Line 1 \_\_\_\_\_

City: \_\_\_\_\_ / State: \_\_\_\_\_ / Zip /Postal Code: \_\_\_\_\_ Country \_\_\_\_\_

Business Phone: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Mailing (Billing Address):

Address Line 1 \_\_\_\_\_

City: \_\_\_\_\_ / State: \_\_\_\_\_ / Zip /Postal Code: \_\_\_\_\_ Country \_\_\_\_\_

Ship To Street Address:

1. Address : \_\_\_\_\_

City: \_\_\_\_\_ / State: \_\_\_\_\_ / Zip /Postal Code: \_\_\_\_\_ Country \_\_\_\_\_

2. Drop Ship Authorized as designated by individual order: Yes \_\_\_\_\_/ No \_\_\_\_\_

Nature of Business: Nature of Business: Retail \_\_, Wholesale \_\_\_\_, Manufacturing \_\_\_\_, Other \_\_\_\_\_

Type of Business: Sole Proprietorship \_\_\_\_ Partnership \_\_\_\_ Corporation:\_\_\_\_ Other: (Specify) \_\_\_\_\_

Federal Tax ID: \_\_\_\_\_ Dun & Bradstreet ID#: \_\_\_\_\_ Vat#, If any \_\_\_\_\_

State of Incorporation: \_\_\_\_\_ Secretary of State ID: \_\_\_\_\_

Last Business Corporation Annual Report Date: \_\_\_\_\_

Registered Agent Name: \_\_\_\_\_

Registered Agent Mailing Address: \_\_\_\_\_

Principal Owner (s) Partner (s) and Officers (s):

1. Name: \_\_\_\_\_ E-Mail: \_\_\_\_\_  
Title \_\_\_\_\_  
Phone: \_\_\_\_\_

2. Name: \_\_\_\_\_ E-Mail: \_\_\_\_\_  
Title \_\_\_\_\_  
Phone: \_\_\_\_\_

3. Name: \_\_\_\_\_ E-Mail: \_\_\_\_\_  
Title \_\_\_\_\_  
Phone: \_\_\_\_\_

Company E-Mail: \_\_\_\_\_

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

Accounts Payable Contact:

Name: \_\_\_\_\_ Title: \_\_\_\_\_ Phone: \_\_\_\_\_

Persons Authorized To Purchase:

- 1. Name: \_\_\_\_\_ Title: \_\_\_\_\_ Phone \_\_\_\_\_ Dollar Limit \_\_\_\_\_
- 2. Name: \_\_\_\_\_ Title: \_\_\_\_\_ Phone \_\_\_\_\_ Dollar Limit \_\_\_\_\_
- 3. Name: \_\_\_\_\_ Title: \_\_\_\_\_ Phone \_\_\_\_\_ Dollar Limit \_\_\_\_\_
- 4. Name: \_\_\_\_\_ Title: \_\_\_\_\_ Phone \_\_\_\_\_ Dollar Limit \_\_\_\_\_

Purchase order required \_\_\_\_\_ via fax: \_\_\_\_\_ via mail: \_\_\_\_\_ Phone order authorized \_\_\_\_\_ E-mail order authorized \_\_\_\_\_

Sales Tax exempt number \_\_\_\_\_

Credit References:

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

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

City: \_\_\_\_\_ /State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ /Fax: \_\_\_\_\_ Caontact: \_\_\_\_\_ Title: \_\_\_\_\_

Trade Credit References:

1. Name: \_\_\_\_\_ Contact Person \_\_\_\_\_

Address 1 \_\_\_\_\_

City: \_\_\_\_\_ /State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ E-mail \_\_\_\_\_

2. Name: \_\_\_\_\_ Contact Person \_\_\_\_\_

Address 1 \_\_\_\_\_

City: \_\_\_\_\_ /State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ E-mail \_\_\_\_\_

3. Name: \_\_\_\_\_ Contact Person \_\_\_\_\_

Address 1 \_\_\_\_\_

City: \_\_\_\_\_ /State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ E-mail \_\_\_\_\_

This application is submitted for the purpose of obtaining credit with Toolco Industrial Corporation (Seller) and is warranted to be true and correct and will be used to make the credit decision. By signing this application the undersigned acknowledges that he/she is authorized to execute this application and to obligate the corporation, partnership, or applicant to make payment in full for all amounts due according to invoice and credit terms on or before the invoice stated due date. Additionally, the applicant will be responsible for all collection costs and attorney fees, with or without lawsuit, in order to collect any delinquent invoice amounts. The undersigned hereby authorizes Toolco Industrial Corporation to make such inquiries (corporate/personal) as are necessary to obtain credit information and authorizes the bank(s) of record and trade references to release information regarding accounts. The undersigned authorizes all trade

references, banks, and credit reporting agencies to disclose any and all information concerning the financial and credit history of the credit applicant and from time to time to verify continuing credit worthiness.

The undersigned also understands that Toolco Industrial Corporation (**Seller**) will retain this Application, whether or not it is approved, and will consider this Application as a continuing statement of the undersigned's financial position and situation until notified otherwise by the applicant. In order for Seller to sell and to continue to sell to Applicant. Applicant hereby represents and warrants that it is solvent and that pays its obligations as they become due. The preceding representation and warranty will be deemed to be repeated in each purchase by Applicant/Purchaser.

**Additional Terms and Conditions:**

In consideration for the extension of credit, Subject to Written Approval For Credit by Toolco Industrial Corporation, the undersigned applicant hereby agrees that the terms and conditions of all sales are as follows:

1. Payment Terms for open accounts specified are from invoice date. Invoices will be issued on the date of shipment. Invoices not paid by due date are past due and subject to a service charge of 1-1/2% percent per month. However, if the foregoing charges exceed that rate which is the maximum permitted by law, then such charges shall be calculated to be the highest allowable lawful rate. Collection and attorney fees will be charged in addition to principal indebtedness and interest thereon should it become necessary to enforce payment terms.
2. It is agreed that the sales, whether invoiced to the purchaser in his or its individual, corporate or partnership name or in any trade name or in the name of any subsidiary company or in the name of any officer or agent, shall nevertheless be an indebtedness of the applicant hereon stated.
3. Applicant /Purchaser agrees to examine all invoices and statements promptly upon receipt and to notify seller immediately of any failure of delivery, shortage, discrepancy, or error, and further agrees that such invoice or statement shall be presumed correct unless he or it shall notify seller in writing of such failure of delivery, defect, shortage, discrepancy, or error within thirty (30) days of his or its receipt of such invoice or statement, which shall be presumed to have been received on or before the fifteenth (15<sup>th</sup>) day of the month succeeding purchases.
4. Seller disclaims all warranties, express or implied, to the extent permitted.
5. Use of material shall constitute a waiver of any error in shipment or defect in material which might have been determined by a prompt and thorough inspection thereof.
6. Applicant agrees Seller retains title and security interest in all invoiced items until paid for in full.
7. All transactions, terms and disputes shall be governed by the laws of the State of North Carolina, United States of America, excluding conflict of law or rules. Purchaser shall not encumber goods purchased until payment in full is made to Toolco Industrial Corporation in accordance with all invoice and credit terms.
8. Default Terms: All invoices become due and payable immediately should any default occur.
9. Agreement Termination: All parties to this agreement may terminate this agreement in writing anytime after all obligations are met.

**NOTICE: DO NOT SIGN AGREEMENT UNTIL YOU HAVE READ AND UNDERSTAND THE TERMS AND CONDITIONS THEREOF.** No oral agreements or modifications will be accepted or effective.

**Signature of Authorized Owner, Partner or Corporate Officer Required:**

**Upon credit approval, the undersigned agrees to payment terms of NET \_\_\_\_\_ DAYS from invoice date.**

Signature of Owner, Partner or Corporate Officer:    Date: \_\_\_\_\_

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

Printed Name of Signer \_\_\_\_\_

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

Email address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

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

**For Seller (Toolco Industrial Corporation) Use ONLY**

Terms Applying for: \_\_\_COD / Net \_\_\_ days

Invoice Term Approved:

\_\_\_% \_\_\_days Net \_\_\_ Days

Credit Amt  
Requested:

Credit Amt Approved:

Seller Signature:

Title \_\_\_\_\_

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

Existing- being renewed.

Applicant:  New     Existing- requesting increase in Cr. Limit