

Wurth Louis and Company



APPLICATION FOR NEW ACCOUNT AND ACCOUNT AGREEMENT

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SELECT ONE:

- COD or Credit Card accounts**, complete **Pages 1-3**
(Signature required on Page 3 only)
- Credit Terms**, please complete **Pages 1-3**
(Signature required on Page 1 & 3)

Return via Fax: 866.568.4766
Email: creditdepartment@wurthlac.com

BUSINESS INFORMATION

Legal Name of Business:	
Billing Information	Shipping Information (if different)
Address:	Street Address:
City: ST:	City: ST:
Zip: County/Parish:	Zip: County/Parish:
Inside City Limits: Yes No	Inside City Limits: Yes No
Phone: Fax:	Phone: Fax:
Is property Owned or Rented – Landlord:	Number of Employees:
Federal Tax ID Number:	
Legal Status (check one): Corporation Partnership LLC Individual	
Type of Business:	
Existing or Previous account with Wurth Louis and Company? No Yes – Account#:	
Sales Tax Exemption **SALES TAX WILL BE CHARGED UNLESS A VALID RESALE/EXEMPTION CERTIFICATE IS PROVIDED**	
Business Exempt from Sales Tax: No Yes – Resale #:	
Email or Fax Notifications– Check Option & provide email address &/or Fax #:	
Order Confirmations: Email: Fax:	
Shipment Notifications: Email: Fax:	
Online Ordering Link: Email:	
Owner & Contact Information	
Owner(s):	Phone/Email:
Accounting:	Phone/Email:
Purchasing:	Phone/Email:

FOR POTENTIAL CREDIT TERMS CUSTOMERS ONLY:

WITHOUT SIGNING AND DATING THE PERSONAL GUARANTEE, THIS APPLICATION CANNOT BE PROCESSED.

PERSONAL GUARANTEE: As a material inducement for the extension of credit to the above named applicant (“Applicant”), I hereby personally guarantee the prompt payment of any indebtedness that may arise from this credit application. I understand that in consideration for and in reliance on this personal guarantee Wurth Louis and Company (“Seller”) may sell merchandise and extend credit upon an open account to Applicant. In return for the above stated consideration, I acknowledge that this personal guarantee is binding on me as an individual, and I knowingly sign this personal guarantee as an individual and not in any representative capacity. This shall be an open and continuing personal guarantee, notwithstanding any changes, removals, extensions or the like, granted by Seller to Applicant. I hereby waive all prior notice of default or non-payment. Seller shall be entitled to look to me for full payment without prior demand, notice or seeking recourse against any other party, including, without limitation, Applicant.

Print Name: _____	Signature: _____	Date: _____
Social Security #: _____	Home Address: _____	Phone #: _____

For Credit Terms, please complete all sections and sign below.

Invoice/Statement Requirements:

Invoice Options: Check if you require:	<input type="checkbox"/> PO Number	<input type="checkbox"/> Job Name/Number
Invoice Delivery Method:	<input type="checkbox"/> US Mail	<input type="checkbox"/> Email: <input type="checkbox"/> Fax:
Statement Delivery:	<input type="checkbox"/> US Mail	<input type="checkbox"/> Email: <input type="checkbox"/> Fax:

Business Trade Information: Please provide 4 active vendors; providing fax #'s will expedite the application process.

Vendor Name:	Account #:
Phone:	Fax or Email:
Vendor Name:	Account #:
Phone:	Fax or Email:
Vendor Name:	Account #:
Phone:	Fax or Email:
Vendor Name:	Account #:
Phone:	Fax or Email:

Credit Limit Requested:	Estimated monthly purchases: \$
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Terms & Conditions for Credit Account

Pursuant to this Application for New Account or Credit Terms and Account Agreement (“Application”), Applicant applies to Seller for a commercial credit account and requests an extension of credit to enable the purchase of merchandise for business or commercial purposes. In consideration of the foregoing, Applicant agrees as follows:

- Credit Terms and Fees.** Applicant agrees to pay under the following terms (unless otherwise stated): Net 30; payment is due 30 days from the invoice date. Applicant agrees that any non-compliance with the terms stated in the preceding sentence may result in an account being relegated to COD terms. An account becomes past due after this date, and Applicant agrees to pay interest on all such past due amounts equal to the lesser of (i) 1.5% per month (\$1.00 minimum), or (ii) the maximum interest rate permitted by law. Checks in payment for products purchased by Applicant from or through Seller (“Goods”) that are not honored by the bank upon which drawn may be subject to such charges as may be assessed in connection therewith under the laws of the State of Texas or, in the sole discretion of Applicant’s bank. If Seller’s bank should charge a fee as independent consideration for the additional work required, the fee shall be passed on by Seller to Applicant for payment. The parties agree that this fee is not to be deemed and is not interest for the purposes of determining usury. If an Applicant pays an unpaid invoice by using a credit card, a surcharge may be added in an amount not to exceed the actual fees or other amounts paid to the processor or service provider to process the transaction. The surcharge will not apply if a credit card is used at the time of purchase, if the invoice is paid by check, ACH, wire transfer or debit card., or if the surcharge would violate applicable law.
- Prices.** Unless otherwise expressly specified in writing by Seller, all prices are exclusive of taxes, customs, duties, transportation and insurance, and any and all current or future tax or governmental charge applicable to the sale, delivery, shipment or storage of Goods that Seller is required to pay or collect shall be for Applicant’s account and shall be added to the price and shall not be subject to any reduction.
- LIMITED WARRANTY.** ALL GOODS ARE SOLD “AS IS, WITH ALL FAULTS”, WITHOUT RECOURSE, AND SELLER DOES NOT MAKE, AND HEREBY EXPRESSLY DISCLAIMS, ANY AND ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF OR AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. APPLICANT’S SOLE REMEDIES SHALL BE AS SET FORTH IN THE PARAGRAPH TITLED “LIMITATION OF REMEDY AND LIABILITY” BELOW.
- LIMITATION OF REMEDY AND LIABILITY.** APPLICANT WAIVES ALL CLAIMS AGAINST SELLER RELATING TO GOODS PURCHASED FROM OR THROUGH SELLER, AND AGREES TO ASSERT ALL CLAIMS FOR BREACH OF WARRANTY, CONTRACT, OR TORT AGAINST THE MANUFACTURER OF THE GOODS. THE PARTIES AGREE THAT APPLICANT’S SOLE AND EXCLUSIVE REMEDY SHALL BE FOR THE REPAIR OR REPLACEMENT OF DEFECTIVE GOODS BY THE MANUFACTURER IN ACCORDANCE WITH THE MANUFACTURER’S CUSTOMARY WARRANTY THEN IN EFFECT. IN NO EVENT, REGARDLESS OF THE FORM OF THE CLAIM OR CAUSE OF ACTION (WHETHER BASED IN CONTRACT, INFRINGEMENT, NEGLIGENCE, STRICT LIABILITY, OTHER TORT OR OTHERWISE), SHALL SELLER’S CUMULATIVE LIABILITY TO APPLICANT EXCEED THE PURCHASE PRICE FOR THE SPECIFIC GOODS GIVING RISE TO THE CLAIM OR CAUSE OF ACTION. SELLER SHALL NOT BE LIABLE FOR DAMAGES CAUSED BY DELAY IN PERFORMANCE. APPLICANT AGREES THAT IN NO EVENT SHALL SELLER’S LIABILITY TO APPLICANT EXTEND TO INCLUDE SPECIAL, INDIRECT, INCIDENTAL, RELIANCE, EXEMPLARY, CONSEQUENTIAL, PUNITIVE OR SIMILAR DAMAGES. THE TERM “CONSEQUENTIAL DAMAGES” SHALL INCLUDE, BUT SHALL NOT BE LIMITED TO, COST FOR LABOR, LOSS OF ANTICIPATED PROFITS, LOSS OF USE, LOSS OF REVENUE, AND COST OF CAPITAL. ALL ILLUSTRATIONS, DESCRIPTIONS, SPECIFICATIONS AND ENGINEERING INFORMATION HAVE BEEN OBTAINED FROM THE PRODUCT MANUFACTURERS FOR APPLICANT’S CONVENIENCE ONLY. SELLER DOES NOT ASSUME RESPONSIBILITY FOR ACCURACY OF THE INFORMATION PROVIDED BY THE MANUFACTURER.
- Rejection of Non-Conforming Goods; Returns.** Rejection of non-conforming Goods must be made by Applicant in writing within 10 days of receipt and all defects ascertainable at time of giving notice shall be stated with particularity or deemed waived. In the event of any rejection, the respective Goods shall be held intact, and Applicant shall specify to Seller the reason for the rejection, accompanied by tally of nonconforming Goods. If full credit is allowed for non-conforming Goods, the Goods must be retained intact at the delivery point, and Seller shall have 60 days from the date of such allowance to dispose of such Goods. A claim that Goods are non-conforming shall not entitle Applicant to deduct any sum from any invoice unless such claim has been allowed in writing. No returns of Goods shipped, whether claimed to be non-conforming or otherwise, are permitted without Seller’s prior written authorization or unless Applicant has first obtained from Seller a return authorization number. In no event may products be returned after sixty (60) days from the date of the Order Confirmation/Invoice. Any returns must be in original unbroken containers and must identify the invoice number. All returns are subject to inspection by Seller and a handling charge as from

time to time published on Seller's website.

6. **Change of Status.** Applicant agrees to notify Seller, in writing by certified mail, no later than five (5) business days following any material business change(s) affecting Applicant or the continuing accuracy of the information provided in this Application, including, without limitation, any changes involving the name, structure or nature of Applicant's business, or the merger, sale, acquisition or dissolution of Applicant.
7. **Representations and Warranties.** Applicant represents and warrants to Seller that (i) all credit information, including, but not limited to, the information on the Application for credit is true and correct as of the date of this Application, (ii) Applicant shall comply, and is financially able to comply, with all payment terms specified herein or in any invoice from Seller, and agrees that such warranty shall be deemed remade each time Applicant accepts credit from Seller, and (iii) all persons making or placing orders on Applicant's behalf have sufficient authority to do so.
8. **Indemnification.** If Applicant uses Goods purchased from or through Seller in an application or end-product, Applicant has the obligation to determine the suitability of the Goods purchased for Applicant's application by testing or other means, and to determine that the application or end-product meets all applicable industry standards for safety and durability. If Applicant uses Goods purchased from or through Seller in an application or end-product, and their use results in damage or harm to the person or property of Applicant or others, Applicant agrees to indemnify and hold Seller harmless for all liability whether arising out of contract, tort, or other grounds. Applicant further agrees to indemnify and hold Seller harmless from all costs and expenses (including attorneys' fees) incurred by Seller in enforcing any of the provisions of this Application or in defending itself. If Applicant initiates a legal action against Seller, and Applicant does not prevail, Applicant will indemnify Seller for all costs and expenses (including attorneys' fees) incurred by Seller to defend itself.
9. **Updated Information.** Applicant agrees to provide Seller updated financial information upon request. In the event of an unfavorable credit report or nonpayment of any past due invoice, Seller may terminate this Application and/or withhold deliveries to Applicant without notice.
10. **Termination.** The extension by Seller of credit availability to the Applicant and the amount and the terms of such credit availability are in the sole, absolute and exclusive discretion of Seller. Seller reserves the right to terminate the extension of credit availability to the Applicant at any time with or without notice and to change any of the terms and conditions thereof upon notice to the Applicant.
11. **Amendment.** Applicant agrees that Seller has the right to change or amend any terms of this Application by advising Applicant in writing, and Applicant's continued use of the open credit account shall be considered acceptance of any such changed terms.
12. **Approval.** All sales are subject to approval by Seller's credit department.
13. **Costs of Collection and Enforcement.** In the event Applicant's account should be past due, Seller may engage a collection agency and/or attorneys to collect the account. In such event, Applicant agrees to pay Seller for any and all attorneys' fees, court costs, litigation expenses and collection agency fees Seller incurs for the collection of the account. Such fees and expenses are separate and apart from its liability for the account balance and accrued interest. All such fees and costs will be immediately due and payable to Seller. The parties agree that all such charges are not interest.
14. **Entire Agreement.** With respect to the matters contemplated or addressed herein, this Application merges all previous contracts, understandings, representations and negotiations between Applicant and Seller, whether oral or written, and constitutes the entire agreement and understanding between the parties.
15. **Governing Law and Venue.** The terms of this Application and the business relationship between Seller and Applicant shall be governed by, and construed in accordance with, the laws of the State of Texas, without regard to the principles of conflict of laws thereof. The courts of the State of Texas, Dallas County, and/or the United States District Court for the Northern District of Texas shall have exclusive jurisdiction with respect to all disputes between Seller and Applicant in any way relating to the Goods, this Application or the business relationship between Applicant and Seller; provided, however, that Seller, in its discretion, may elect instead to pursue any legal action against Applicant in any other court having jurisdiction over the subject matter.
16. **Communication:** Applicant acknowledges and expressly consents to Seller's use of an automatic telephone dialing system ("ATDS") to initiate calls, faxes or text messages to applicant for any business purpose, including without limitation, confirming or updating information in this application, collections of accounts receivable, marketing of Seller's products, status of product delivery and delivery address confirmation. Applicant's agreement to this communication provision is not a condition of purchasing any of Seller's goods or services.

FEDERAL EQUAL CREDIT OPPORTUNITY ACT

RIGHT TO REQUEST SPECIFIC REASONS FOR CREDIT DENIAL. If your application for credit is denied, you have the right to a written statement of the specific reasons for the denial. To obtain such statement, please contact Wurth Louis and Company credit manager at the above-identified address within sixty (60) days of the date you are notified of its decision. Wurth Louis and Company will send a written statement of the reason(s) for the denial within thirty (30) days of receiving your request for such statement.

NOTICE. The Federal Equal Credit Opportunity Act prohibits creditors 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 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 this creditor is the Federal Trade Commission, Equal Credit Opportunity, Washington, DC 20580.

Applicant hereby certifies that all information contained in the Application for New Account or Credit Terms and Account Agreement is true and correct. The undersigned individual, who is either a principal of Applicant or a sole proprietor, recognizing that his or her individual credit history may be a factor in the evaluation of the credit history of Applicant, hereby consents to and authorizes the use of a consumer credit report on the undersigned by Seller, from time to time as may be needed, in the credit evaluation process. Applicant and the undersigned individual agree to provide Seller with an updated credit application every year as a condition for the continued extension of credit by Seller.

Applicant Name: _____

Accepts the above Terms and Conditions.

Print Name: _____

Title: _____

Date: _____

Signature: _____

Below for Internal Use Only

Salesperson:	Ship Via	Credit Rep:
Sales Branch:	Ship Branch:	Customer#:

Corporate Headquarters: 895 Columbia St., Brea, CA 92821 Visit our website to locate nearest Branch: www.wurthlac.com