

# FANACO FASTENERS LLC

## Application for Credit



Account Manager \_\_\_\_\_

Legal Name of Applicant \_\_\_\_\_

Division or DBA \_\_\_\_\_

Billing Address \_\_\_\_\_ Phone \_\_\_\_\_

Shipping Address \_\_\_\_\_ Phone \_\_\_\_\_

### Legal Entity:

Corporation    Partnership    Proprietorship   No. of Employees \_\_\_\_\_ Fax \_\_\_\_\_

Limited Liability Company    Other \_\_\_\_\_   SIC Code \_\_\_\_\_ State Registered \_\_\_\_\_

Type of Business \_\_\_\_\_ Length of Time in Business \_\_\_\_\_

Officers or Owners Names   Title   Home Address   Phone

### Person to contact regarding:

Credit & Financial Matters \_\_\_\_\_ Title \_\_\_\_\_

Purchase Orders Required?    Yes    No   Monthly Credit Requirement \_\_\_\_\_

Email: Order Confirmations?    Yes    No   Email Address \_\_\_\_\_

Email: Invoices & Statements?    Yes    No   Email Address \_\_\_\_\_

### Trade References

Company   City, State, Zip   Phone   E-mail

Bank \_\_\_\_\_ Address \_\_\_\_\_

Account # \_\_\_\_\_ Loan Officer \_\_\_\_\_ Phone \_\_\_\_\_

### Business Credit Terms

Please be advised that all information will be held in strictest confidence. Upon Credit approval, a limit may be established at the sole discretion of Fanaco Fasteners LLC (Creditor). Applicant authorizes Creditor to conduct a credit investigation and contact any/all references as provided.

Applicant's signature attests financial responsibility, ability, and willingness to pay Creditor invoices in accordance with the terms stated on each invoice. No terms or conditions on a Purchase Order differing from the terms of Creditor shall be accepted unless agreed on by Creditor in writing. Payments may be applied against open charges at the discretion of the Creditor. In the event that an account becomes delinquent, the applicant waives the right to a jury trial and the prevailing party is entitled to attorney fees, expenses, and costs for any action, suit, claim, arbitration, or appeal. Venue and jurisdiction of any legal action shall lie in King County, Washington.

Applicant agrees to notify Creditor of any changes in ownership or legal status of the business. Absent such notice, these terms (including the guarantee below) shall apply to any such business that is the result of a change in ownership or legal status. Until Creditor receives written notice by certified mail of any change in ownership or entity, applicant (and the guarantor) agrees to accept liability for all charges to the business conducted under the firm name or any name substantially similar thereto.

Should credit availability be granted by Creditor, all decisions with respect to the extension, continuation, or termination of credit shall be at the sole discretion of Creditor. Applicant also agrees to the following:

1. The terms of each sale shall be payment in 30 days.
2. Credit is extended for business purposes only.
3. A finance charge of 1.5% per month on past due balances will be paid to Fanaco Fasteners LLC by the undersigned.
4. The undersigned grants a security interest in tools, equipment, and construction supplies that are purchased, and agrees that title to such property shall remain in the name of Fanaco Fasteners LLC as a security interest until the purchase price of same has been paid in full. The undersigned grants to Fanaco Fasteners LLC the right to enter the debtor's business premises and pick up, without notice, any merchandise sold and delivered in the event the account becomes delinquent.
5. In the event the undersigned shall breach any of the terms and conditions of this agreement, including being late with payment, Fanaco Fasteners LLC shall be entitled to a late fee of \$150.00 for each month and/or partial month the account is delinquent.
6. The undersigned will pay and perform the obligations hereunder, upon demand, without requiring any proceeding to be taken against the above named organization.
7. In the event of litigation and referral of Fanaco Fasteners LLC's claim to an attorney for collection, then the undersigned agrees to pay reasonable attorney's fees, expenses, and court costs.
8. All products are sold as-is and without warranty. The undersigned understands that Fanaco Fasteners LLC disclaims all warranties of merchantability or fitness for a particular purpose. Fanaco Fasteners LLC agrees to pass on – to the extent available – any manufacturers' warranties to the buyer without recourse.
9. The undersigned waives any right to a claim of lost profits, consequential damages, or incidental damages regarding products purchased. The sole remedy for Seller's breach of the agreement is replacement of product sold to the undersigned.

Applicant certifies that the above information is true and correct to the best of their knowledge, agrees to be bound by all terms and conditions contained in this application, and further agrees that a facsimile shall be as binding as an original signature.

Authorized Signature \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

Toll Free: 888.622.9319

Phone: 425.806.7337

Fax: 425.806.0195



### PERSONAL GUARANTEE OF PAYMENT

In consideration of, and in order to induce Fanaco Fasteners LLC to extend credit to: \_\_\_\_\_ and to furnish said organization with merchandise on account, the undersigned (and each of them if more than one) do jointly and severally guarantee to Fanaco Fasteners LLC and its successors and assigns, the faithful and prompt performance, payment and discharge of the above organization's account or accounts, now or hereafter incurred. Fanaco Fasteners LLC is authorized to obtain my individual credit history. Acceptance of this Guarantee and all other notices to which the undersigned may be entitled by law, are hereby waived. Presentment, protest and demand, and notice or protest demand of any and all instruments or agreements, and all other suretyship defenses are hereby waived. This Guarantee shall be binding upon the heirs, personal representatives, successors and assigns of each of the undersigned, and the benefits thereof shall extend to and include Fanaco Fasteners LLC, its successors and assigns, and shall also inure to the benefit of any of Fanaco Fasteners LLC's associated, affiliated, and subsidiary companies. Fanaco Fasteners LLC may compromise and adjust any claim against the purchaser, or grant any indulgences without waiving Fanaco Fasteners LLC's rights to insist on full performance as to any other claims it then has or which may accrue in the future, and without releasing the guarantor from any obligations.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print or Type Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Date

\_\_\_\_\_  
Address

\_\_\_\_\_  
Social Security

\_\_\_\_\_  
City, State, Zip



### RESALE CERTIFICATE

1. Name of Seller \_\_\_\_\_

2. Name of Buyer/Business \_\_\_\_\_

3. Address of Buyer \_\_\_\_\_  
Street City, State Zip

4. Buyer's UBI/Revenue Registration Number \_\_\_\_\_

5. Buyer is in the business of \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

6. Types of items purchased for resale \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I (the buyer) certify that I am purchasing the items listed on line 6 (please check appropriate box):

For resale in the regular course of business without intervening use in the regular course of business and that the resale certificate presented to Fanaco Fasteners LLC is valid for the purchases that will be made.

For use as an ingredient or component of a new article of tangible personal property to be produced for sale

*I acknowledge that I am solely responsible for purchasing within the categories listed on line 6. I acknowledge that misuse of the resale privilege claimed by use of this certificate subjects me to a penalty of **50 percent of the tax due**, in addition to the tax, interest, and any other penalties imposed by law.*

Print Name \_\_\_\_\_  
Name of Person Authorized to Use Resale Certificate

Signature \_\_\_\_\_  
Signature of Person Authorized to Use Resale Certificate

Effective Date \_\_\_\_\_