



CREDIT APPLICATION

TERMS ARE NET 30 DAYS

LEGAL NAME: _____ DBA (COMPANY NAME): _____

STREET ADDRESS: _____ HOW MANY YEARS AT THIS ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

EMAIL: _____ WEBSITE: _____

PHONE: _____ FAX: _____

BILLING ADDRESS (IF DIFFERENT FROM ABOVE): _____

CITY: _____ STATE: _____ ZIP: _____

ACCOUNTS PAYABLE CONTACT: _____ PHONE: _____ EMAIL: _____

PURCHASING CONTACT: _____ PHONE: _____ EMAIL: _____

CAN WE SEND INVOICES BY: EMAIL MAIL FAX DO YOU REQUIRE PURCHASE ORDERS? YES NO

CREDIT LINE REQUESTED: \$ _____ ESTIMATED MONTHLY PURCHASES FROM SMITH: \$ _____

DATE BUSINESS ESTABLISHED: _____ DUNS # _____

LEGAL ENTITY: CORPORATION PARTNERSHIP LLC LLP SOLE PROPRIETORSHIP SSN #: _____

FEI #: _____

THIS YEAR'S PROJECTED SALES: \$ _____ LAST YEAR'S SALES: \$ _____

COMPANY'S MOST RECENT AUDITED FINANCIAL STATEMENTS MUST BE SUBMITTED ALONG WITH THIS CREDIT APPLICATION.

NAMES OF ALL PRINCIPAL OFFICERS, PARTNERS AND OWNERS

NAME / TITLE: _____ EMAIL: _____ CELL PHONE: _____

NAME / TITLE: _____ EMAIL: _____ CELL PHONE: _____

CREDIT CARD INFORMATION FOR NET 30 DAY TERMS

16 digit credit card number input field

Credit Card Number

MM-YY expiration date input field

Expiration Date

4 digit CID/Card Code input field

CID/Card Code

NAME OF CARDHOLDER: _____ AUTHORIZED SIGNATURE: _____

BANKING REFERENCE

BANK NAME: _____ ACCOUNT #: _____

ACCOUNT REP: _____ EMAIL: _____ PHONE: _____

STREET ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

CONSENT TO CREDIT REVIEW AND ACCEPTANCE OF SELLER'S STANDARD TERMS AND CONDITIONS OF SALE

As authorized representative for the Company seeking credit, ("Applicant"), I hereby authorize SMITH Manufacturing Company, SSPS, Inc. ("SMITH") to utilize the information within this Credit Application to obtain information from our bank, trade references and credit reporting bureaus which SMITH deems reasonably necessary to make a determination with respect to my application for credit. Should credit availability be granted by SMITH, all decisions with respect to the extension or continuation of such credit shall be in the sole discretion of SMITH, and SMITH may terminate such credit availability at any time. It is the responsibility of you to immediately report any changes in this application in writing to SMITH.

I acknowledge and agree that all orders placed with SMITH shall be subject to SMITH's Standard Terms and Conditions of Sale which may be found at <http://www.smithmfg.com/termsconditions.php> ("Standard Terms"). Different or additional terms if proposed by Applicant are expressly rejected and shall not become part of the agreement between Applicant and SMITH with respect to any order submitted by Applicant to SMITH. Contact SMITH immediately if you cannot access our Standard Terms on our website and we will provide you a copy upon request. SMITH's approval of Applicant's credit application and its agreement to sell products to Applicant is expressly conditional upon Applicant's consent to the Standard Terms, and my signature below constitutes Applicants acknowledgement that it has reviewed and accepted the Standard Terms. Applicant has caused this Credit Application to be executed by its duly authorized officer having all necessary authority to bind Company to the terms contained herein.

APPLICANT OFFICER / OWNER / PARTNER NAME: _____ TITLE: _____

AUTHORIZED SIGNATURE: _____ DATE: _____

SIGNATURE WITNESS BY: _____ TITLE: _____



TRADE REFERENCES

COMPANY NAME _____ APPLICANT NAME _____

List 4 current Vendor Trade References you purchase at least \$5,000 annually for the last 3 years with Net 30 day terms.

VENDOR _____ ACCOUNT # _____

SUPPLIES PURCHASED _____

YEAR CREDIT EST. _____ DATE OF LAST PURCHASE _____

CURRENT PAYMENT TERMS _____ DAYS TO PAY _____

CURRENT CREDIT LIMIT \$ _____ CURRENT BALANCE \$ _____

HIGHEST OPEN CREDIT AMOUNT \$ _____ DATE OF THIS CREDIT _____

A/R CONTACT _____ A/R EMAIL _____

A/R PHONE: _____ EXT: _____ A/R FAX: _____

WEBSITE _____

THIS AREA BELOW IS FOR VENDOR VERIFICATION ONLY.

IS THE ABOVE INFORMATION COMPLETED BY YOUR CUSTOMER ACCURATE? YES NO - IF NO, PLEASE COMMENT BELOW.

CURRENT AMOUNT PAST DUE: \$ _____

RATE YOUR CUSTOMER: Takes Unwarranted Discounts Prompt Satisfactory Slow Unsatisfactory

Other _____

Would you be interested in joining a free credit-reporting network? YES NO

NAME _____ DATE ___ / ___ / _____



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NAME _____ DATE ___ / ___ / _____



AUTHORIZATION/TERMS OF ACCEPTANCE

Applicant authorizes SMITH to make whatever credit inquiries it deems necessary in connection with this credit application or in the course of review or collection of any credit extended in reliance on this application. Applicant further authorizes and instructs any person or credit-reporting agency to compile and furnish SMITH any information it may possess or obtain in response to such credit inquiries. Applicant represents and warrants that the information contained within this application is true and correct. Applicant agrees to submit his, her, or its most recent financial statement and a list of all creditors who hold liens or security interests in assets of the undersigned upon request.

Applicant agrees to pay all invoices for all labor, material, or equipment supplied to the Applicant or the Applicant's representative upon receipt unless otherwise expressly agreed in writing. Applicant agrees to pay, upon demand, a late charge of 1.5% per month (A.P.R. 18%) for all invoiced amounts that have not been paid within thirty (30) days from the invoice date. Should SMITH refer any past-due balance to any attorney or collection agency for collection efforts, Applicant agrees to pay, upon demand, a collection fee equal to 33% of any sums due from Applicant together with any other fees, costs or expenses incurred to collect the past-due balance, including court costs. This document and all disputes shall be governed by the laws of the State of Florida. Applicant hereto knowingly and intentionally waives the right to a jury trial on any issue or dispute that may arise. Applicant does hereby expressly and irrevocably waive any notice and/or hearing which may be required for pre-judgment remedies under the statute of the State of Florida. Applicant hereby agrees that in the event any dispute, difference, or disagreement shall arise between SMITH and Applicant, SMITH shall have the option, in their sole and absolute discretion, to require any and all such dispute, difference, or disagreement to be settled by arbitration in Broward County Florida in accordance with the commercial rules of the American Arbitration Association, and judgment upon the award rendered may be entered in any court having jurisdiction thereof. The parties shall share the mediator's fee and any filing fees equally. This Agreement shall be subject to and interpreted under the Federal Arbitration Act. If credit is granted, SMITH may suspend or terminate credit to Applicant at any time, for any reason, or for no reason at all, without incurring any liability to SMITH. Applicant agrees that each and every term and condition of this Authorization shall be a term and condition of every future sale to Applicant, regardless of whether these terms or conditions are stated on any particular invoice. Should any provision of this Authorization be finally determined to be invalid, illegal or unenforceable, said provision shall be deemed amended to the least amount necessary to render the provision valid, legal and enforceable, without affecting any of the other terms and conditions. The undersigned warrants that the above agreement has been carefully read and understood; in the case of a Corporation or Partnership, the undersigned represents that he or she has authority to enter into this credit agreement on behalf of said Corporation or Partnership.

If incorporated (Authorized Signature of Officer only): If sole proprietor or partnership:

APPLICANT OFFICER / OWNER / PARTNER NAME: _____ TITLE: _____
 AUTHORIZED SIGNATURE: _____ DATE: _____
 SIGNATURE WITNESS BY: _____ TITLE: _____

PERSONAL GUARANTEE OF PAYMENT:

In consideration of the extension of credit to the above Applicant, the Guarantor(s) hereby warrants and unconditionally guarantees to SMITH the full and prompt payment when due of all indebtedness, obligations, and liabilities of customer to SMITH as expressed above, including late charges if applicable thereto, now existing or hereafter created or arising, even if such indebtedness is in excess of the applied for or established credit line, and including the agreed upon collection fees paid or incurred by SMITH in endeavoring to collect such indebtedness or part thereof or in enforcing this guaranty. The incorporation, merger, reorganization or sale of the customer's business shall not operate as a termination of this Guaranty, and the Guaranty shall continue as to credit extended such other entity. Guarantor hereby agrees that in the event any dispute, difference, or disagreement shall arise upon or in respect of this Guarantee, and/or the meaning and construction hereof, SMITH, shall have the option, in their sole and absolute discretion, to require any and all such dispute, difference or disagreement to be settled by arbitration in Broward County / Florida in accordance with the commercial rules of the American Arbitration Association, and judgment upon the award rendered may be entered in any court having jurisdiction thereof. The parties shall share the mediator's fee and any filing fees equally. This Agreement shall be subject to and interpreted under the Federal Arbitration Act. This guarantee shall be enforceable before or after proceeding against the Applicant, or simultaneously with any action against the Applicant.

Witness: _____ Grantor Signature: _____

Print Name: _____

Witness: _____ Grantor Signature: _____

Print Name: _____

THE USE OF MY CORPORATE TITLE IS ONLY TO IDENTIFY MY POSITION IN THE COMPANY AND IN NO WAY NEGATES MY PERSONAL GUARANTEE.

The undersigned hereby consent(s) to SMITH use of a non-business consumer credit report on the undersigned in order to further evaluate the credit worthiness of the undersigned as principal(s), proprietor(s), and/or guarantor(s) in connection with the extension of business credit as contemplated by this credit application. The undersigned hereby authorize(s) SMITH to use a consumer credit report on the undersigned from time to time for the extension or continuation of the business credit represented by the credit application. The undersigned as an individual(s) hereby knowingly consent to the use of such credit report consistent with the Federal Fair Credit Reporting Act as contained in 15 U.S.C. @ 1681 et seq..

Name _____ Signature _____