



Credit Application

Van Marcke Trade Supply, Inc.

Customer Account Number:			PIN Number:		
Amount of Credit Requested:			Credit Approval Date:		
Last Name:		First Name:		MI:	
Email Address for Invoices:			Federal Tax ID Number:		
Name of Company and DBA (if applicable):			Contractor's License No.:		
Billing Address of Company:					
City:		State:		Zip Code:	
				Telephone:	
Physical Address of Company:					
City:		State:		Zip Code:	
				Telephone:	

Type of Business:			In Business Since:		
Legal Form of Business: Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> LLC <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Other (specify) <input type="checkbox"/>					
If Division or Subsidiary, List the Name of Parent Company:					
If Sole Proprietorship; List Name of Company and Principal Responsible for Business Transactions:					
Name:			Title:		
Social Security Number of Sole Proprietor:					
Address:		City:		State:	
				Zip Code:	
				Telephone:	
List Name of Spouse of the Company Principal:					
Address:		City:		State:	
				Zip Code:	
				Telephone:	
If Corporation, Year Incorporated:			State of Incorporation:		
If less than 3 years in business, how long have principals been in this trade:					

Bank References

Institution Name:	Institution Name:	Institution Name:	
Checking Account No.:	Checking/Savings Account No.:	(For Sole Proprietors) Home Equity Loan: Y/N	Loan Balance:
Address:	Address:	Address:	
Phone:	Phone:	Phone:	

Credit/Trade References – List 3 References

Company Name:	Company Name:	Company Name:
Contact Name:	Contact Name:	Contact Name:
Email Address:	Email Address:	Email Address:
Address:	Address:	Address:
Telephone:	Telephone:	Telephone:
Account Opened Since:	Account Opened Since:	Account Opened Since:
Credit Limit:	Credit Limit:	Credit Limit:
Current Balance:	Current Balance:	Current Balance:

***** PLEASE NOTE *** VMTS WILL NOT PROCESS THIS APPLICATION UNLESS 1) THE SIGNATURES OF BOTH SPOUSES AND ALL COMPANY PRINCIPALS ARE PROVIDED BELOW AND 2) AN INCOME STATEMENT FOR THE PAST 12 MONTHS, AS OF THE END OF THE CLOSE OF THE MOST RECENT QUARTER, IS ATTACHED. RETURN THIS CREDIT APPLICATION AND INCOME STATEMENT TO A TEAM MEMBER AT ANY OF OUR STORES.**

Authorized Signature/Title _____
Date

Authorized Signature/Title _____
Date

Authorized Signature/Title _____
Date

Authorized Signature/Title _____
Date

Communications Disclaimer: Thank you for your application for credit with Van Marcke Trade Supply, Inc. ("VMTS"). The following credit application disclosures are required by law or regulation and are provided for your information and use. If your loan application is denied, you have the right to a written statement of the specific reason for the denial. To obtain the statement, please contact our credit department, 813 E. University Drive, Phoenix, AZ, 85034, within sixty (60) days from the date you are notified of our decision. VMTS will send you a written statement of reasons for the denial within thirty (30) days of receiving your request for a statement.

As a reminder and extension of approved credit, VMTS reserves the right to make changes and updates to all credit agreements and terms at its discretion. All applicable tax, shipping fees, and surcharges will be applied to all purchases post/after any returns, exchanges, and discounts. All purchase orders and invoices will be calculated and charged to all accounts with approved credit based on electronic signature at the time of purchase in store. Your consent to receive electronic communications and transactions includes, but is not limited to, all legal and regulatory disclosures and communications associated with your account, your application for credit, product or service updates, and any purchase order, invoice, or service we agree to provide you (each, a "Communication").

CREDIT AGREEMENT TERMS AND CONDITIONS

TO INDUCE VAN MARCKE TRADE SUPPLY ("VMTS") TO EXTEND CREDIT TO CUSTOMER FOR THE PURPOSE OF OBTAINING GOODS FROM VMTS, CUSTOMER PROVIDES INFORMATION UPON WHICH CUSTOMER AND VMTS UNDERSTAND VMTS MAY AND SHALL RELY UPON AS TRUE AND CORRECT.

CREDIT AGREEMENT: BY SUBMITTING THIS APPLICATION, CUSTOMER AGREES TO THE FOLLOWING TERMS AND CONDITIONS.

EXCLUSIVE RIGHT OF VMTS TO EXTEND OR DENY CREDIT: VMTS RESERVES THE RIGHT TO REFUSE OR DISCONTINUE ITS EXTENSION OF CREDIT TO CUSTOMER AT ANY TIME AND FOR ANY REASON. ALL DECISIONS BY VMTS WHETHER TO EXTEND CREDIT ARE WHOLLY DISCRETIONARY WITH VMTS AND ARE BASED ON THE INFORMATION WHICH CUSTOMER PROVIDES IN THIS APPLICATION. CUSTOMER AGREES THAT VMTS IS AUTHORIZED TO CHECK CUSTOMER'S CREDIT BACKGROUND, BUSINESS STATUS, AND LICENSING. CUSTOMER AGREES THAT ALL FINANCIAL INFORMATION PROVIDED HEREIN IS TRUE AND CORRECT AND AGREES TO PROVIDE SUCH OTHER AND FURTHER CREDIT DOCUMENTS AS VMTS FROM TIME TO TIME MAY REQUEST. CUSTOMER REPRESENTS TO VMTS THAT IT IS SOLVENT, AND THAT ANY AND ALL INCOME STATEMENT(S) WHICH CUSTOMER SUBMITS WITH THIS APPLICATION ACCURATELY REFLECT(S) THE PRESENT FINANCIAL CONDITION OF CUSTOMER AT THE DATE OF SIGNING. CUSTOMER AGREES TO PAY ANY AND ALL FINANCE CHARGES, FEES, AND COLLECTION COSTS WHICH CUSTOMER INCURS ON THE ACCOUNT, UNLESS CUSTOMER NOTIFIES VMTS IN WRITING WITHIN FIVE (5) DAYS OF ANY UNAUTHORIZED USE OF CUSTOMER'S CREDIT ACCOUNT. CUSTOMER REPRESENTS THAT ANY PERSON WHO INCURS CHARGES ON CUSTOMER'S ACCOUNT IS AUTHORIZED TO DO SO UNLESS CUSTOMER PROVIDES NOTICE WITHIN FIVE (5) DAYS OF AN UNAUTHORIZED CHARGE. VMTS USES A PIN SYSTEM AS THE ONLY SIGNATURE FOR ANY AUTHORIZED BUYER ON THE ACCOUNT; IT IS CUSTOMER'S RESPONSIBILITY TO NOTIFY THE VMTS ACCOUNT MANAGER ASSIGNED TO CUSTOMER'S ACCOUNT OF ANY CHANGE TO THE LIST OF AUTHORIZED BUYERS. CUSTOMER AGREES TO NOTIFY VMTS, IN WRITING, OF ANY ERROR IN ANY INVOICE WITHIN THIRTY (30) DAYS OF THE DATE OF THAT INVOICE, AFTER WHICH TIME CUSTOMER AGREES THE CHARGE IS APPROVED AND ANY DISPUTE OF SUCH CHARGE IS WAIVED.

PAYMENT REQUIREMENTS BY CUSTOMER, EVENTS OF DEFAULT, AND CHOICE OF LAW: PAYMENT BY CUSTOMER SHALL BE MADE WHEN DUE. FAILURE TO MAKE A TIMELY PAYMENT CONSTITUTES A DEFAULT BY CUSTOMER UPON THE ACCOUNT AGREEMENT AND UPON ANY UNDERLYING OR RELATED CREDIT, SALES, OR SUPPLY AGREEMENT BETWEEN CUSTOMER AND VMTS. CUSTOMER AGREES TO PAY INVOICES WITHIN THIRTY (30) DAYS OF STATEMENT DATE AND AGREES TO PAY VMTS A \$25.00 SERVICE CHARGE FOR ANY DISHONORED CHECK RETURNED TO VMTS. THE ACCOUNT AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF ARIZONA, REGARDLESS OF ANY CONFLICT OF LAW PROVISIONS IN ANY STATUTE OR OTHER DOCUMENT. VMTS PROVIDES A TWO PERCENT (2%) DISCOUNT IF PAYMENT BY CHECK IS PROCESSED ON OR BEFORE THE 10TH OF THE MONTH IMMEDIATELY FOLLOWING THE INVOICE MONTH.

VMTS CREDIT TERMS PREVAIL OVER ALL COMPETING WRITTEN OR ORAL TERMS OF SALE: THIS CREDIT AGREEMENT EXCLUSIVELY AND ENTIRELY GOVERNS THE CREDIT RELATIONSHIP BETWEEN VMTS AND CUSTOMER AND INCORPORATES ANY AND ALL OTHER AGREEMENTS BETWEEN THE PARTIES, WHETHER ORAL OR WRITTEN, SAVE ANY SUPPLEMENTATION OF CREDIT AND PAYMENT TERMS SET FORTH IN THE INVOICES OF VMTS ISSUED TO CUSTOMER. ANY TERMS NOT REFLECTED IN THIS AGREEMENT OR IN THE TERMS OF THE INVOICES ARE UNENFORCEABLE, NOTWITHSTANDING AND REGARDLESS OF ANY TERMS TO THE CONTRARY IN ANY PURCHASE ORDER OR OTHER DOCUMENT(S) ISSUED BY CUSTOMER. VMTS REJECTS ANY AND ALL ADDITIONAL OR CONTRARY TERMS PROPOSED BY CUSTOMER AND ANY ATTEMPT BY CUSTOMER TO VARY THE ACCOUNT AGREEMENT, ITS TERMS, OR THE TERMS OF ANY OF ANY OTHER UNDERLYING AGREEMENT(S) WITH VMTS. ANY ADDITIONS OR MODIFICATIONS TO THE ACCOUNT AGREEMENT OR THE CREDIT TERMS STATED HEREIN SHALL NOT BE BINDING ON VMTS UNLESS THEY ARE SET FORTH IN A SEPARATE WRITTEN DOCUMENT EXECUTED BY AN AUTHORIZED EMPLOYEE OF VMTS. CUSTOMER ACKNOWLEDGES AND AGREES THAT PLACEMENT OF A PURCHASE ORDER DOES NOT CREATE ANY OBLIGATION FOR VMTS TO VERIFY THE ACCURACY OR VALIDITY OF THE PURCHASE ORDER, WITH THE LIABILITY CREATED BY ANY INCORRECT OR MISLEADING INFORMATION IN THE PURCHASE UNDERSTOOD TO BE SOLELY THE RESPONSIBILITY OF CUSTOMER.

CONSEQUENCES OF PAST DUE ACCOUNT BALANCE OWED BY CUSTOMER: VMTS RESERVES THE RIGHT TO PLACE A DELINQUENT CUSTOMER ON A C.O.D. BASIS UNTIL ALL BALANCES ARE PAID IN FULL. ALL SUMS THAT ARE THIRTY-ONE (31) OR MORE DAYS PAST DUE SHALL CARRY A FINANCE CHARGE AT THE RATE OF ONE AND ONE-HALF PERCENT (1.5%) PER MONTH, OR THE MAXIMUM ALLOWABLE UNDER THE APPLICABLE STATE LAW, WHICHEVER IS GREATER. IF CUSTOMER FAILS TO PAY VMTS ON TIME IN ACCORDANCE WITH THE TERMS OF THIS AGREEMENT AND ANY ADDITIONAL PAYMENT TERMS CONTAINED IN THE INVOICE(S), CUSTOMER SHALL PAY FOR ALL COSTS OF COLLECTION, INCLUDING, BUT NOT LIMITED TO COLLECTION AGENCY FEES, ATTORNEY FEES, FILING AND RECORDING FEES, AND ANY OTHER COSTS AND CHARGES WHICH VMTS INCURS IN COLLECTION OF CUSTOMER'S DELINQUENT ACCOUNT BALANCE. IN THE EVENT OF DEFAULT, CUSTOMER AGREES THAT VMTS MAY FILE A COMPLAINT FOR NONPAYMENT AGAINST ANY CONTRACTOR'S LICENSE BOND OF CUSTOMER WITH BEFORE THE PROPER LICENSING AGENCY REGARDLESS OF WHETHER VMTS FILES SUIT TO COLLECT ON THE ACCOUNT. VMTS MAY SERVE A PRELIMINARY LIEN AND BOND NOTICE, RECORD A MECHANIC'S LIEN, OR SERVE A STATE OR FEDERAL PAYMENT BOND CLAIM WITH RESPECT TO ANY SITE TO WHICH VMTS HAS SUPPLIED MATERIALS, LABOR, OR SERVICES FOR WHICH VMTS HAS NOT RECEIVED FULL PAYMENT. NOTHING CONTAINED HEREIN SHALL BE CONSTRUED AS A WAIVER BY VMTS OF ANY LIEN, BOND, OR COLLECTIONS RIGHTS WHICH VMTS MAY NOW HAVE OR HEREAFTER ACQUIRE. CUSTOMER AGREES TO HOLD VMTS HARMLESS FROM ANY LOSS, DAMAGE, OR EXPENSES CAUSED BY OR ARISING OUT OF DEFAULT ON THE PART OF THE CUSTOMER, INCLUDING WITH RESPECT TO VMTS'S ASSERTION OF ANY LIEN OR BOND RIGHTS TO COLLECT UPON UNPAID INVOICES.

JURISDICTION AND VENUE AND WAIVER OF RIGHT TO JURY TRIAL: ANY LEGAL ACTION BY VMTS TO COLLECT PAST DUE BALANCES ON CUSTOMER'S ACCOUNT OR TO ENFORCE ANY PERSONAL GUARANTEE ASSOCIATED WITH CUSTOMER'S ACCOUNT SHALL BE AT THE SOLE OPTION OF VMTS, WHICH VMTS MAY BRING IN ANY STATE AND COUNTY HAVING JURISDICTION AND VENUE FOR SUCH ACTION. IN THE ABSENCE OF SUIT BY VMTS, THE EXCLUSIVE JURISDICTION AND VENUE FOR ANY ACTION BY CUSTOMER AGAINST VMTS, WHETHER AT LAW OR AT EQUITY, SHALL BE THE STATE OR FEDERAL COURT LOCATED IN MARICOPA COUNTY, ARIZONA, AND THAT AT THE OPTION OF VMTS, THE ACTION MAY BE REMOVED TO ANY OTHER COURT WITH JURISDICTION AND VENUE OVER THE ACTION. CUSTOMER WAIVES THE RIGHT TO FILE SUIT FOR ANY REASON OR DEFEND ANY ACTION BROUGHT BY VMTS IN ANY JURISDICTION AND VENUE OTHER THAN SELECTED BY VMTS, WHERE JURISDICTION AND VENUE ARE OTHERWISE ALLOWED BY LAW. CUSTOMER EXPRESSLY WAIVES ANY RIGHT TO CLAIM SOVEREIGN IMMUNITY WITH RESPECT TO ANY DEFAULT HEREUNDER AND OTHER AGREEMENTS WITH VMTS, AND FURTHER WAIVES ANY RIGHT TO JURY TRIAL, WHICH DETERMINATION SHALL BE IN THE EXCLUSIVE DISCRETION OF VMTS.

VMTS DISCLAIMS AND CUSTOMER WAIVES ALL WARRANTIES AND RIGHTS OF CUSTOMER TO ASSERT OR RECEIVE CONSEQUENTIAL OR SPECIAL DAMAGES: VMTS EXPRESSLY DISCLAIMS AND CUSTOMER EXPRESSLY WAIVES ANY AND ALL CLAIMS BY CUSTOMER FOR BREACH OF EXPRESS OR IMPLIED WARRANTY, INCLUDING WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, WARRANTIES OF MERCHANTABILITY, AND ANY OTHER COMMON LAW OR UNIFORM COMMERCIAL CODE WARRANTIES OR OTHER PROTECTIONS. CUSTOMER'S RIGHTS TO AN AWARD OF DAMAGES AGAINST VMTS FOR BREACH OF THIS CREDIT AGREEMENT ARE LIMITED TO THE PURCHASE VALUE OF THE MATERIALS. CUSTOMER EXPRESSLY WAIVES ANY AND ALL NON-CONTRACTUAL CLAIMS FOR DAMAGES AGAINST VMTS, AND FURTHER WAIVES ANY DAMAGES CLAIMS EXCEEDING THE PURCHASE PRICE OF MATERIALS, LABOR, AND SERVICES, INCLUDING INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES, OR DAMAGES FOR LOST PROFITS, NEGLIGENCE, OR OTHER TORT CLAIMS OR CLAIMS FOR DAMAGES COMMONLY ASSOCIATED WITH CAUSES OF ACTION SOUNDING IN TORT.

PERSONAL GUARANTEE: IN CONSIDERATION OF THE EXTENSION OF CREDIT TO THE CUSTOMER BY VMTS AND AS AN INDUCEMENT TO VMTS TO INITIATE OR TO CONTINUE TO EXTEND CREDIT TO CUSTOMER, BY SIGNATURE OR SIGNATURES AFFIXED TO THIS FORM, INCLUDING IN ANY REPRESENTATIVE CAPACITY FOR CUSTOMER, EACH SIGNER JOINTLY AND SEVERALLY UNCONDITIONALLY GUARANTEES THE PAYMENT OF ANY SUM OF MONEY, INCLUDING ANY FINANCE CHARGES OR OTHER FEES, AS ARE NOW, OR AT ANY TIME HEREAFTER, MAY BE OWED TO VMTS BY CUSTOMER. VMTS, ITS ASSIGNEES, AND SUCCESSORS IN INTEREST MAY PROCEED AGAINST THE UNDERSIGNED GUARANTOR(S) WITHOUT BEING REQUIRED TO FIRST PROCEED AGAINST THE CUSTOMER. VMTS MAY PROCEED AGAINST ANY ONE OF THE GUARANTORS WITHOUT WAIVING ITS RIGHTS TO PROCEED AGAINST ANY ONE OF THE REMAINING GUARANTORS. THE CUSTOMER WAIVES NOTICE OF EXTENSION OF TIME OR MODIFICATION OF TERMS, SETTLEMENTS, RESOLUTIONS OF DISPUTES, MODIFICATION OF CREDIT LINE, DEFAULT, CHANGE IN LEGAL FORM OR OWNERSHIP OF CUSTOMER, OR ANY CHANGE WHATSOEVER IN THE BUSINESS RELATIONSHIP BETWEEN VMTS AND CUSTOMER AND AGREES THAT SUCH CHANGES IN STATUS DO NOT AFFECT OR REDUCE THE PERSONAL GUARANTEE OBLIGATIONS OF GUARANTOR(S). THIS IS AN ABSOLUTE AND CONTINUING GUARANTEE AND SHALL NOT BE REVOKED EXCEPT IN RETURN NOTICE TO VMTS NOT TO MAKE ANY FURTHER SALES ON THE SECURITY CREATED BY THIS GUARANTEE AND UNTIL THE EXPIRATION OF FIVE (5) DAYS AFTER (i) SUCH NOTICE SHALL HAVE BEEN RECEIVED BY VMTS BY REGISTERED MAIL, OR (ii) VMTS ELECTS TO DISCONTINUE THE EXTENSION OF CREDIT TO CUSTOMER. ANY SUCH REVOCATION SHALL BE EFFECTIVE ONLY WITH RESPECT TO MERCHANDISE SHIPPED OR DELIVERED AFTER THE EXPIRATION OF SAID FIVE-DAY PERIOD AND SHALL NOT AFFECT, IN ANY RESPECT, LIABILITY OF CUSTOMER.

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Visit www.vmts.com to find our locations and additional information.