

## CREDIT APPLICATION AND AGREEMENT

Please complete this application entirely. All sections must be completed in full for your application to be considered. Submit your completed application to **Ed's Supply Company LLC**.

The applicant ("Applicant") hereby makes application to **Ed's Supply Company LLC**, on behalf of Heritage Distribution Holdings (creditor), for extension of credit for purchases hereinafter made by the undersigned(s) and its authorized representatives.

FULL LEGAL NAME OF CORPORATION, LLC, PARTNERSHIP, OR SOLE PROPRIETORSHIP \_\_\_\_\_

DBA \_\_\_\_\_ FEDERAL TAX ID \_\_\_\_\_

BILLING ADDRESS \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_ COUNTRY \_\_\_\_\_

TELEPHONE # \_\_\_\_\_ SECRETARY OF STATE # \_\_\_\_\_ DATE OF FILING: \_\_\_\_\_

SHIPPING ADDRESS \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_ COUNTRY \_\_\_\_\_

**BUSINESS STRUCTURE:** ☐ CORPORATION ☐ LIMITED LIABILITY COMPANY ☐ PARTNERSHIP ☐ SOLE PROPRIETORSHIP

DATE ESTABLISHED \_\_\_\_\_ ANNUAL SALES \_\_\_\_\_

ARE PURCHASE ORDERS REQUIRED? ☐ YES ☐ NO ARE YOU TAX EXEMPT? ☐ YES ☐ NO (IF YES MUST ATTACH FORM)

EMAIL ADDRESS FOR ELECTRONIC INVOICES \_\_\_\_\_

CFC / EPA CERTIFICATE NUMBER \_\_\_\_\_ STATE LICENSE / CONTRACTOR NUMBER \_\_\_\_\_  
(PLEASE INCLUDE COPY OF LICENSE OR CARD) (PLEASE INCLUDE COPY OF LICENSE OR CARD)

### PLEASE CHECK THE BOX OR BOXES THAT DESCRIBE YOUR TYPE OF BUSINESS

- |  |   |   |
|--|---|---|
| <input type="checkbox"/> Gas Heating Service & Installation      | <input type="checkbox"/> Refrigeration Service & Installation | <input type="checkbox"/> Commercial                               |
| <input type="checkbox"/> Oil Heating Service & Installation      | <input type="checkbox"/> Geothermal Service & Installation    | <input type="checkbox"/> Industrial or Manufacturing              |
| <input type="checkbox"/> Air Conditioning Service & Installation | <input type="checkbox"/> Hydronic Service & Installation      | <input type="checkbox"/> Institutions (Collages, Hospitals, etc.) |
| <input type="checkbox"/> Heat Pump Service & Installation        | <input type="checkbox"/> Property Management                  | <input type="checkbox"/> Mechanical Contractor                    |
| <input type="checkbox"/> Other _____                             |   |   |

### PRINCIPALS OF ORGANIZATION

NAME \_\_\_\_\_ TITLE \_\_\_\_\_ SS# \_\_\_\_\_

PHONE # \_\_\_\_\_ EMAIL \_\_\_\_\_ DOB \_\_\_\_\_

NAME \_\_\_\_\_ TITLE \_\_\_\_\_ SS# \_\_\_\_\_

PHONE # \_\_\_\_\_ EMAIL \_\_\_\_\_ DOB \_\_\_\_\_



**AP CONTACT INFORMATION**

NAME \_\_\_\_\_ TITLE \_\_\_\_\_  
BUSINESS PHONE # \_\_\_\_\_ PERSONAL PHONE # \_\_\_\_\_  
EMAIL \_\_\_\_\_

**SUPPLIER REFERENCES**

NAME: \_\_\_\_\_ EMAIL: \_\_\_\_\_ PHONE: \_\_\_\_\_  
NAME: \_\_\_\_\_ EMAIL: \_\_\_\_\_ PHONE: \_\_\_\_\_  
NAME: \_\_\_\_\_ EMAIL: \_\_\_\_\_ PHONE: \_\_\_\_\_  
NAME: \_\_\_\_\_ EMAIL: \_\_\_\_\_ PHONE: \_\_\_\_\_

**BANK INFORMATION**

BANK NAME \_\_\_\_\_ ACCOUNT # \_\_\_\_\_ CONTACT \_\_\_\_\_  
ADDRESS \_\_\_\_\_ PHONE \_\_\_\_\_

HAVE YOU EVER BEEN BANKRUPT OR A PRINCIPAL IN A FIRM ADJUDGED BANKRUPT? ☐ YES ☐ NO

DO YOU HAVE ANY PENDING LAWSUITS AGAINST YOU OR YOUR OWN COMPANY? ☐ YES ☐ NO

AMOUNT OF CREDIT REQUESTED \$ \_\_\_\_\_

**AUTHORIZED TO PURCHASE**

NAME: \_\_\_\_\_ EMAIL: \_\_\_\_\_ PHONE: \_\_\_\_\_  
NAME: \_\_\_\_\_ EMAIL: \_\_\_\_\_ PHONE: \_\_\_\_\_  
NAME: \_\_\_\_\_ EMAIL: \_\_\_\_\_ PHONE: \_\_\_\_\_

ACCOUNT # \_\_\_\_\_ ACCOUNT TYPE ☐ CASH ☐ CREDIT CREDIT LIMIT \$ \_\_\_\_\_

BRANCH \_\_\_\_\_ ☐ HOUSE ACCOUNT ☐ ASSIGNED ACCOUNT SALES REP \_\_\_\_\_

**REFERENCE NOTES:**

1. \_\_\_\_\_ 2. \_\_\_\_\_  
3. \_\_\_\_\_ 4. \_\_\_\_\_

D&B RATING \_\_\_\_\_ RECEIVABLES REPORT \_\_\_\_\_

\*COMPANY USE ONLY\*



Applicant hereby authorizes Heritage Distribution Holdings (“Seller”) the right to investigate the credit of the Applicant with any of its suppliers, financial institutions, credit bureaus or credit reporting agencies. The undersigned(s) authorize(s) any of its suppliers, financial institutions, credit bureaus or credit reporting agencies to release any information regarding the credit-worthiness or financial status of the Applicant, or its owners/officers/partners/guarantors and including, but not limited to, providing a credit report, to Seller and hereby release(s) any such suppliers, financial institutions, credit bureaus or credit reporting agencies from any liability for the release of credit or financial information to Seller.

For the purpose of procuring and maintaining credit for merchandise bought on open account from Seller, Applicant submits the information contained within this application for credit as being true and accurate as of the following date and agrees to promptly notify Seller, in writing, of any material changes in its business affairs, including, without limitation, any changes in financial information or condition, ownership, addresses, business locations, telephone, contact information, and other matters, and unless Seller is so notified it may continue to rely upon the above information. The undersigned warrants and represents that the above information is true and correct and may be relied on.

The Applicant has read and agrees to be bound by the Terms and Conditions set forth herein, as well as the E-SIGN Consent Agreement attached hereto.

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

Applicant Printed Name: \_\_\_\_\_

Date \_\_\_\_\_

## Terms and Conditions

The Applicant (hereinafter called "Purchaser") hereby represents that all of the information provided by Purchaser in its Credit Application is true, complete, and not misleading and understands that said information and/or representations made are provided and made for the purpose of obtaining credit from Heritage Distribution Holdings (hereinafter called "Seller") and its divisions, and in return for the extension of credit, Purchaser hereby agrees to all of the following terms and conditions.

**Purpose and Parties:** This document is Purchaser's credit application with Seller, and if the credit application is approved, Purchaser's credit agreement with Seller (as the same may be renewed, extended, amended or restated from time to time, the "Credit Agreement"). Seller in its sole discretion may terminate Purchaser's credit privileges under this Credit Agreement at any time without prior notice to Purchaser, except as otherwise required by law. This Credit Agreement applies to all of Purchaser's purchases of goods and services from Seller. This agreement consists of these terms and conditions and any agreements, invoices or other Seller documents approved by Seller in writing to evidence Purchaser's obligations to Seller, all of which are incorporated in this Credit Agreement by reference. Except as to quantity of goods ordered, Purchaser agrees that Seller is not subject to any terms and conditions set forth in any purchase order, confirmation or other communication from Purchaser that would supplement or vary this Credit Agreement. No agent, salesman or other representative of Seller has any authority to obligate Seller by any terms, guarantees, warranties, stipulations, or conditions not specifically contained herein.

**Credit approvals; no assignments:** Seller may establish a credit limit for Purchaser's account. Purchaser agrees that Seller in its sole discretion may increase, decrease or terminate credit at any time. Purchaser may not assign any rights or benefits under this Credit Agreement without Seller's prior written consent, which consent may be withheld in Seller's sole discretion. If Purchaser is a corporation, limited liability company or other entity, a transfer or assignment of a majority of the equity interest in Purchaser is considered an assignment within the meaning of this provision.

**Events of Default:** Each of the following constitutes an "Event of Default": (a) not paying or performing all or any part of Purchaser's present or future indebtedness, obligations and liabilities to Seller (the "Obligations") when due; (b) any representation or warranty made or deemed made by Purchaser, or any guarantor of the Obligations (each a "Guarantor" and together with Purchaser, the "Obligated Parties"), in this Credit Agreement or in any related document shall be false, misleading, or erroneous in any material respect when made or deemed to have been made; (c) any Obligated Party shall suspend or discontinue its business operations, or shall generally fail to pay its debts as they mature, or shall file a petition commencing a voluntary case concerning any Obligated Party under any chapter of the United States Bankruptcy Code; or any involuntary case shall be commenced against any Obligated Party under the United States Bankruptcy Code; or any Obligated Party shall become insolvent (howsoever such insolvency may be evidenced); (d) Any Obligated Party, shall fail to pay when due any principal of or interest on any debt (other than the Obligations), or the maturity of any such debt shall have been accelerated, or any event shall have occurred that permits any holder of such debt to accelerate the maturity thereof; (e) this Credit Agreement or any related documents shall cease to be in full force and effect or enforceability thereof shall be contested by any Obligated Party or any Obligated Party shall deny that it has any further liability under this Credit Agreement or any related documents; or (f) the death or incapacity of any Guarantor.

**Remedies:** Upon an Event of Default, Seller may without notice terminate Purchaser's credit privileges under this Credit Agreement or declare the Obligations or any part thereof to be immediately due and payable, or both, and the same shall thereupon become immediately due and payable, without notice, demand, presentment, notice of dishonor, notice of acceleration, notice of intent to accelerate, notice of intent to demand, protest, or other formalities of any kind, all of which are hereby expressly waived by Purchaser; provided, however, that upon the occurrence of an Event of Default under clause (c) above, the Purchaser's credit privileges shall automatically terminate, and the Obligations shall become immediately due and payable, in each case without notice, demand, presentment, notice of dishonor, notice of acceleration, notice of intent to accelerate, notice of intent to demand, protest, or other formalities of any kind, all of which are hereby expressly waived by Purchaser. In addition to the foregoing, if any Event of Default shall occur and be continuing, Seller may exercise all rights and remedies available to it in law or in equity.

**Severability:** Each and every provision of the Agreement is severable from any and all other provisions of this Agreement. In the event that any provision of this Agreement is held to be invalid, the other provisions shall continue in full force and effect, and the offending provision, to the extent practicable, shall be reformed so as to achieve its intended purpose.

**Delivery:** Purchaser agrees to pay any and all delivery surcharges added to the individual invoices. All special orders (non-stock items) must be pre-paid unless credit account terms have been established. The Purchaser is responsible for all shipping, handling, and manufacturer's charges unless otherwise stated or agreed.

**Payments:** Purchaser agrees to pay each invoice by the thirtieth (30<sup>th</sup>) day of the following month from the invoice date. All invoices paid on or before the 15<sup>th</sup> of the following month are eligible to receive a 2% cash discount, unless otherwise noted (special quotes). Subject to any legal limits, in the event any invoice on Purchaser's credit account with Seller is not paid according to the terms and conditions of sale, Purchaser agrees to pay a SERVICE CHARGE of [1.5%] PER MONTH on the delinquent amount within thirty (30) days from the date each invoice was due. In the event the Purchaser's account is placed for collection, Purchaser agrees to pay all costs of collection (e.g. attorneys' fees and expenses). Future orders are subject to C.O.D. or Do Not Sell status if the account is delinquent. All checks returned unpaid are subject to a charge of \$30.00. Payments can be made using cash, check (with proper authorization and approval), money order, credit card (Visa, MasterCard, American Express, Discover), or EFT/ACH. Seller reserves the right to modify payment terms for Purchaser if, in Seller's sole discretion, Seller becomes aware of circumstances that may materially and adversely impact such entity's ability to meet its financial obligations when due. These rights to modify payment terms are not deemed to be a modification of the Terms and Conditions of this Credit Agreement for credit and are in addition to the rights described in any of Seller's credit, return and collection policies that may have been provided to Purchaser.

**Governing Law/Forum for Disputes:** The parties choose the laws of the state of Georgia to govern all aspects of this credit application and agreement and all transactions and disputes by and between the parties, without regard to any conflicts of law provisions of Georgia. The parties agree to designate the federal and state courts of Georgia as the exclusive place of venue and jurisdiction for any dispute between them; and Purchaser waives any right Purchaser may have to transfer or change venue regarding Purchaser's obligations to Seller under this credit application.

**Damages and Limitation of Liability:** Seller shall not be liable, in contract, tort or otherwise for any consequential, incidental, special, indirect, statutory or punitive damages. Seller liability in all events is limited to and shall not exceed the purchase price paid. All claims for loss or damage due to third party freight handling should be made directly with the freight carrier.

**Returns:** Returns of stock merchandise may be made within 90 days of the original purchase date. Merchandise must be in good, re-sellable condition (i.e. free of damages, defects, scratches, markings, etchings, etc.) Seller does not accept returns on products that have been installed. Proof of purchase and prior authorization may be required before any returns can be processed. All merchandise returned for credit is subject to a minimum 15% restocking fee. Return of non-stock merchandise, special-ordered through Seller, are not subject to cancellation or return. Proof of purchase may be required before a credit or replacement of materials is issued. If a warranty claim is denied by a manufacturer, the Purchaser will be liable for the replacement cost of exchange from Seller to the extent Seller may have provided such exchange as an accommodation to Purchaser.

**Right of Possession:** Seller shall have the right, in addition to all others it may possess, at any time, for credit reasons or because of Purchaser's default, to withhold shipments, in whole or in part, and to recall goods in transit, retake same, and repossess all goods which may be stored with Seller for Purchaser's account, without the necessity of taking any other proceedings, and Purchaser consents that all the merchandise so recalled, retaken, or repossessed shall become Seller's absolute property, provided that Purchaser is given full credit therefore. The foregoing shall not be construed as limiting, in any manner, any of the rights or remedies available to Seller because of any default of Purchaser

**Indemnity.** Purchaser shall indemnify and hold harmless Seller, its successors and assigns, employees, officers, directors and agents from and against any and all claims or suits for any loss, damage or injury sustained by any person whatsoever by reason of the sale, financing, use, possession or disposition of any merchandise financed hereunder and/or by Purchaser's failure to comply with the terms of this Credit Agreement.

**Other Provisions:** This Agreement is binding upon Seller and Purchaser and their respective successors and assigns. Purchaser represents and certifies that this request is for the extension of credit for business purposes only and is not intended for the extension of credit for personal, family or household purposes. Any modification to this agreement must be in writing and signed by Seller's authorized representative. If any provision (or portion of a provision) of this Credit Agreement is or becomes, at any time and for any reason, unenforceable or invalid, no other provisions of this Credit Agreement shall be affected thereby and the remaining provisions of this Credit Agreement shall be construed and reformed (to the minimum extent necessary) and shall continue with the same effect as if such unenforceable or invalid provision shall not have been originally included in this Credit Agreement.



## Guaranty

In consideration of the extension of credit to (Applicant): \_\_\_\_\_ (hereinafter called "Purchaser") by Heritage Distribution Holdings (hereinafter called "Seller") and/or of other good and valuable consideration, receipt of which is hereby acknowledged, I/we do hereby jointly and severally absolutely, unconditionally and irrevocably guarantee to Seller full and complete performance of all of Purchaser's covenants and obligations under this Credit Agreement and the full payment by Purchaser of all indebtedness and other charges and amounts required to be paid by Purchaser to Seller under the Credit Agreement between Purchaser and Seller dated \_\_\_\_\_. The word "indebtedness" means, without limitation, the sum of Purchaser's obligations unpaid and owing to Seller, namely, amounts presently owed, amounts due for present and future purchases (whether or not shipped, or shipped and returned), amounts due as damages for breach of obligation arising from orders for or agreements to purchase merchandise, including interest or charges according to express agreement or as provided by law, any notes or forbearances given Purchaser for any of the foregoing, and expenses of collecting said obligations.

This guaranty is a continuing guaranty of payment, and shall inure to the benefit of Seller and its successors and assigns from the date hereof without notice of acceptance and shall remain in full force for the time that Purchaser shall owe any indebtedness or other amounts to Seller.

This Guaranty shall remain in full force and effect notwithstanding the institution by or against Purchaser of bankruptcy, reorganization, readjustment, receivership or insolvency proceedings of any nature, or the disaffirmance of the Credit Agreement in any such proceedings or otherwise.

In the event any action or proceeding be brought by Seller to enforce this Guaranty, or Seller appears in any action or proceeding in any way connected with or growing out of this Guaranty, then and in any such event, the Guarantor shall pay to Seller reasonable attorney's fees, but only if Seller is successful in obtaining judgment. The Guarantor in any suit brought under this Guaranty does hereby submit to the jurisdiction of and venue in the Federal and State courts in the State of Georgia.

The Guarantor's obligations hereunder shall remain fully binding although Seller may have waived one or more defaults by Purchaser, extended the time of performance by Purchaser, released, returned, or misapplied other collateral given later as security (including other guaranties) and released Purchaser from the performance of its obligations under the Credit Agreement.

I/we agree and consent that Seller may make any agreement or arrangement whatsoever with Purchaser including but not limited to, extension of time for payment, compromise or discharge of the whole or any part of the said indebtedness and release of any or all security without impairing the liability of the undersigned hereunder, which liability may be discharged only by the payment in full of said indebtedness. I/we hereby waive any notice of acceptance, nonpayment, notice of breach, default or nonperformance, demand or the like. The guaranty of payment shall be binding upon the executors, administrators, heirs, distributees, beneficiaries and assigns of the undersigned.

Printed Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Street Address: \_\_\_\_\_ City: \_\_\_\_\_

State: \_\_\_\_ Zip: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Street Address: \_\_\_\_\_ City: \_\_\_\_\_

State: \_\_\_\_ Zip: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Street Address: \_\_\_\_\_ City: \_\_\_\_\_

State: \_\_\_\_ Zip: \_\_\_\_\_ Phone Number: \_\_\_\_\_

## **E-SIGN Consent Agreement**

### **Disclosure and Consent to Electronic Signatures and Electronic Communications**

This E-Sign Consent Agreement (“Agreement”) is provided by Heritage Distribution Holdings and our affiliates, suppliers, divisions, and/or service providers (collectively, “Heritage Distribution Holdings”), and constitutes your consent to sign various documents and receive Communications in electronic form. In connection with our services, Heritage Distribution Holdings is required by law to provide you with certain disclosures. With your voluntary consent, the E-SIGN Act allows us to obtain your signature and provide disclosures to you electronically.

#### **1. Scope of this Agreement**

This Agreement applies to all communications, agreements, documents, notices and disclosures (collectively, “Communications”) that Heritage Distribution Holdings provides to you in connection with any credit application, inquiry, account, or accompanying services offered or made available to you by Heritage Distribution Holdings. By clicking “Yes” you are agreeing to the E-SIGN Consent Agreement. This consent gives permission to send Communications to you electronically, and to obtain your signature electronically, regarding any products and services, including with respect to credit applications and equipment finance transactions, and is not specific to any credit inquiry or transaction. In addition, you are agreeing that your electronic signature on Communications, as evidenced by your clicking “Yes” or through similar authorization, has the same effect as if you signed them in ink.

#### **2. Electronic Delivery of Documents**

All Communications that we provide to you in electronic form will be provided through email or similar electronic means. It is your responsibility to ensure that the email address associated with your Heritage Distribution Holdings credit account is valid and kept up to date so that Heritage Distribution Holdings can communicate with you electronically.

#### **3. System Requirements**

By consenting to this agreement, you confirm that your computer or electronic access device meets the minimum specifications and requirements necessary to view and retain your electronic Communications. In order to access and retain your electronic Communications, you will need: access to the internet and a web browser (e.g., Chrome, Edge, Safari, Firefox). You may need additional software to view or print your electronic record. Documents may be presented in Adobe portable document format (pdf) and viewable using Adobe Reader, or may be presented via DocuSign or other electronic signature software.

You agree that we will not be liable for any delays or failures in performance or for any interruptions arising from any cause or circumstance beyond our reasonable control. You agree that you will not send any computer viruses, malware, or other communications or messages that could damage our systems.

#### **4. Withdrawing Consent**

You are free to withdraw your consent to receive Communications electronically at any time. To begin receiving Communications in paper form, please contact us via email at [[accounts.receivable@heritagedistribution.com](mailto:accounts.receivable@heritagedistribution.com)], or at the following phone number [770-799-8121], during our operating hours from 9AM to 5PM EST Monday through Friday.

If you withdraw your consent to this Agreement:

- Copies of Communications will be mailed at no charge.



- The legal effectiveness, validity and/or enforceability of prior Communications delivered in electronic form will not be affected.

Your withdrawal of consent will become effective after we have had a reasonable opportunity to act upon it.

## **5. Legal Effect**

By consenting, you agree that electronic Communications we provide to you and electronic signatures we obtain from you have the same meaning and legal effect as paper Communications and wet-ink signatures. When we send you an email or other electronic notification alerting you that a Communication is available electronically and we do in fact make it available online, that will have the same meaning and effect as if we provided a paper Communication to you, whether or not you choose to view the Communication, unless you had previously withdrawn your consent to receive Communications electronically. You understand and agree that Communications are considered received by you within 24 hours of the time posted to our website, or within 24 hours of the time emailed or sent to you unless we receive notice that the email or other electronic notice was not delivered. We reserve the right to send paper Communications in lieu of electronic Communications. We also reserve the right to change any terms described in this Agreement.

You acknowledge that we may amend this Agreement at any time by posting a revised version on our website, [www.heritagedistribution.com](http://www.heritagedistribution.com). If we make a material change to this Agreement, we will also send a notice to your registered email address.

Please retain this E-SIGN Consent Agreement for your records.