



890 Providence Hwy

Norwood MA 02062

Phone: 781-762-3900 Fax: 781-769-7842

Credit Application

Name of Business (d/b/a) _____ Federal Id # _____

Corporate Name (if different from above) _____ Soc Security # _____

Corporation Partnership LLP LLC Sole/Individual Owned Other

Years in Business _____ Type of Business _____

Street Address _____ City _____ State _____ Zip _____

Billing Address _____ City _____ State _____ Zip _____

Business Phone # _____ Fax # _____ Name of A/P Contact _____

Name of Purchasing Contact _____ Are Purchase Order's required? Yes No

Purchasing Contact's Email _____

Taxable? Yes No If you checked No, please provide a copy of the exemption certificate with this application

TRADE References (Three Largest Creditors)

1) Name _____ Address _____ Phone # _____

2) Name _____ Address _____ Phone # _____

3) Name _____ Address _____ Phone # _____

Person(s) Authorized to charge on account at time of application

1) _____ 2) _____ 3) _____ 4) _____

NAME AND ADDRESS OF OFFICERS, OWNERS & PARTNERS

1) Name _____ Title _____

Address _____ City _____ State _____ Zip _____

2) Name _____ Title _____

Address _____ City _____ State _____ Zip _____

3) Name _____ Title _____

Address _____ City _____ State _____ Zip _____

BANKING INFORMATION

1) Name _____ Account # _____ Phone # _____

Contact person _____ do you have a borrowing relationship with this bank? Yes No

2) Name _____ Account # _____ Phone # _____

Contact person _____ do you have a borrowing relationship with this bank? Yes No

- Has the Applicant of any of its Owners, Principals, or Directors ever filed a voluntary petition in bankruptcy, been judged bankrupt or made an assignment for the benefit of creditors? Yes No
- Are taxes owed by the Applicant to any taxing authority? Yes No
- Has a tax lien or civil suit been filed against the application or of its Owners< Principals, Partners, Officers or Directors within the past five years? Yes No

For the purpose of establishing credit with REPUBLIC PLUMBING SUPPLY CO., INC ("Republic") its subsidiaries, divisions and/or affiliates, the undersigned warrants the information listed on this application to be true, correct and complete to the best of their knowledge. The undersigned hereby authorizes REPUBLIC its subsidiaries, divisions and/or affiliates to perform any credit investigation needed to verify the information contained in this application, including but not limited to any consumer report, D&B report and/or Experian report, which may be requested periodically. This authorization shall remain in force as long as application has a line of credit with Republic and Republic reserves the right to update periodically its information from any source. The undersigned also acknowledges that the terms and conditions set forth on page 2 are hereby incorporated as part of this credit application.

Authorized Signature _____ Printed Name _____ Title _____ Date _____

Terms and Conditions

1. **General:** The terms and conditions constitute the entire sales agreement between the two parties and shall apply to all transactions between the parties unless otherwise agreed to in writing by REPUBLIC. Under no circumstances shall REPUBLIC be bound by any other terms and conditions, including but not limited to specifications and general or supplementary conditions, unless REPUBLIC has been given a copy of such terms and conditions and has signed them prior to performance. No order shall be binding upon us until accepted in writing by an authorized individual at our corporate headquarters in Norwood. The terms and conditions set forth in this document apply and attach to all goods sold and delivered by REPUBLIC to the customer from the initial purchase forward. Customer agrees to notify REPUBLIC in writing, of any change in majority ownership.
2. **Governing Law:** This agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts and any controversy, claim and/or dispute between REPUBLIC and the customer as it relates directly or indirectly to this agreement in any way shall be commenced exclusively in the courts of the Commonwealth of Massachusetts within the venue of Massachusetts. Both REPUBLIC and the customer waive all claims to a jury trial as it relates to the litigation of any controversy, claim or dispute between REPUBLIC and the customer.
3. **Bill of Material:** Any bill of material is not meant to be a definitive list of the required materials; as such, REPUBLIC is not responsible for confirming that it represents the required counts per plans and specifications.
4. **Releases:** Written purchase order is required before the release of any material from REPUBLIC to the customer. Any documents with the wording "Hold for Release Order" are not orders and will not be released to the customer or third party until a bona fide order is received. All releases on orders need to be made in writing. Releases without the necessary approvals from the specifier are at the risk of the customer. All release or shipping dates are approximate and are subject to availability of material, manufacturers production schedules, carrier schedules, and other unforeseen factors. Under no circumstances shall REPUBLIC be liable for any loss or consequential damages on account of any hindrance or delay, avoidable or unavoidable, for late delivery of material under these circumstances.
5. **Submittals:** A submittal package will be provided upon request, after receipt of a purchase order. On those orders requesting submittal package, REPUBLIC requires an approved submittal package returned before goods are shipped.
6. **Substitution of like items:** REPUBLIC may furnish suitable substitutes for goods unobtainable because of regulations established by governmental authority or non-availability of goods from manufacturers, and assumes no liability for deviation from published dimensions and descriptive information not essential to proper performance of the goods.
7. **Cancellation:** Cancellation and/or alteration of a non-special order must be made and accepted in writing by the seller. Cancellation and/or alteration will be accepted only with the understanding that REPUBLIC will be reimbursed for expenses incurred as a result. There are no cancellations and/or alterations made for special orders.
8. **Unreleased material:** If delivery is delayed or deferred by the customer beyond the scheduled ship date, payment will be due in full in accordance with these terms and conditions and the goods will be stored at the risk and expense of the customer.
9. **Freight:** All deliveries shall be f.o.b. (freight on board) point of shipment. All insurance, risk of loss shall be for the account of the customer to the carrier, unless otherwise agreed. Selection of carrier and routing of all shipments shall be at the manufacturers' or REPUBLIC's discretion, unless otherwise instructed. Freight is allowed on those orders as provided by the individual manufacturer and unless otherwise noted. Freight charges will be added to all additional orders that do not meet the individual manufacturer's minimum requirements. Any requests for expedited shipments must be received either by writing, telefax, or email and must be made prior to the order being released.
10. **Inspection and Acceptance:** Customer must report claims for damages, shortages or other discrepancies in writing within (10) ten days of delivery, or prior to installation, whichever is sooner, or the goods shall be deemed irrevocably accepted and such claims shall be deemed waived. All freight related claims are the responsibility of the customer and the customer is responsible for examining all delivered materials before signing for any shipments. Any shortages or overages, and/or any damages to any goods must be noted on the signed bill of lading. If the customer recipient (consignee) accepts delivery without noting any damage on the delivery record, any and all claims are waived. Customer shall make claims for loss or damage to goods while in transit against the carrier; REPUBLIC will assist customer in securing satisfactory adjustment of such claims. The customer is responsible for identifying an authorized representative and/or employee for delivery and receipt of all goods and services provided.
11. **Returns:** REPUBLIC responsibility for any claims, damages, losses or liabilities arising out of or related to its performance of this contract or the goods covered hereunder, including, but not limited to, any replacement of goods under the warranty, shall not exceed the sales price of the particular goods is otherwise the source of the customer's claim. In order for REPUBLIC to accept returns from a customer, the following requirements must be met; (1) all returns must be accepted with prior written approval from REPUBLIC; (2) all returns must be in new condition and in an unopened carton; (3) all returns are subject to the manufacturer's stocking charges; (4) the customer is otherwise responsible for all freight charges associated with the return of any item to REPUBLIC; and, (5) certain special order items are not returnable under any circumstances. All returns are subject to REPUBLIC Return Goods Policy.
12. **Taxes:** Any taxes imposed by any government agency under existing or future laws shall be for the account of the customer. To the extent that such taxes do not appear on the invoice, the customer certifies that the sale of the goods is either exempt from such tax and the customer assumes the liability for any such tax that may be due as a result of purchase and hereby agrees to indemnify and hold REPUBLIC harmless with respect to any claims by any taxing agencies for such claims.
13. **Payment:** Customer agrees to pay all goods purchased from REPUBLIC in U. S. dollars by the due date according to the payment terms of sale stated on each invoice. The customer's obligation to pay REPUBLIC remains independent from the customer's ability to be remunerated by any third-party and, further, the customer shall not hold back and/or delay payment to REPUBLIC based on any retainage being held by a third party on behalf of the customer. REPUBLIC reserves the right to charge at any time a monthly service charge of one percent (1 1/2 %) per month on past due accounts or the maximum allowed by Massachusetts law. In the event of non-payment of any account when due, REPUBLIC may demand immediate payment of the full balance, together with finance charges and the customer may be liable for any reasonable attorney's fees, costs and expenses incurred on behalf of REPUBLIC to collect amount owed. Remittances received by REPUBLIC's bank that serves as a clearing agent and the bank has no authority to determine whether the amount remitted constitutes payment in full. Remittances indicating payment in full will be deposited by the bank notwithstanding any such restrictive endorsements and any deposit of such payment(s) will not waive or relinquish any rights that REPUBLIC may have to be paid in full of all sums owed by the customer. To defer account administration costs, any credit balance or other sum owed to the customer that remains unclaimed by the customer for a period of twelve months will become the property of REPUBLIC. Title to the goods delivered, shall remain in the seller, and the goods shall remain personalty, until all payments have been fully made in cash. REPUBLIC the right at all times to request bonding information, letter of credit, two party checks, payment in advance, and/or C.O.D. arrangements. In addition, REPUBLIC may cease furnishing goods to the customer at any time and for any reason at REPUBLIC's sole discretion. REPUBLIC also reserves the right in its sole discretion to refuse to accept any payment by credit card and/or charge a 3% processing fee for payments toward any open accounts receivable balances.
14. **Warranty:** Republic being solely a dealer-distributor and not a manufacturer makes no express warranties, except that of title. There are no implied warranties of merchantability or fitness for a particular purpose. There are no warranties which extend beyond the description on the face hereof. The only warranties on the sale of merchandise sold by Republic are the warranties made by the manufacturer.
15. **Indemnification:** To the fullest extent permitted by applicable law, customer agrees to defend, indemnify and hold harmless REPUBLIC from and against any and all claims, damages or loss (including attorney's fees) arising from, resulting from, or related to the furnishing of materials by REPUBLIC.
16. **Severability:** If any of the provisions of this Agreement, or any part thereof, are hereafter construed to be invalid or unenforceable, the same shall not affect the remaining provisions, which shall be given full effect, without regard to the invalid portion or portions.

UNCONDITIONAL INDIVIDUAL PERSONAL GUARANTY TO REPUBLIC PLUMBING SUPPLY CO., INC.

For the purpose of establishing credit with REPUBLIC its subsidiaries, divisions and/or affiliates, the undersigned warrants the information listed on this application to be true, correct and complete to the best of their knowledge. The undersigned hereby authorizes REPUBLIC its subsidiaries, divisions and/or affiliates to perform any credit investigation needed to verify the information contained in this application, including but not limited to any consumer report, D&B report and/or Experian report, which may be requested periodically. I/We the undersigned hereby jointly, severally and personally guaranty the prompt payment of any and all indebtedness of the applicant to the seller, REPUBLIC its subsidiaries, divisions and/or affiliates, according to the terms hereof. In case suit or other legal action is instituted to collect any portion of an account owed by any parties to this agreement, I/We promise to pay such additional sums as the court may adjudge reasonable, including reasonable attorney and/or collection agency fees and service and/or interest charges, costs and expenses on any or all balances owed. It is understood that this guaranty shall be a continuing and irrevocable guaranty, with absolute unconditional liability and indemnity for such indebtedness of the applicant company. I/We grant permission for any person, trade reference, or reporting agency to furnish to REPUBLIC any and all information, including but not limited to any consumer report, D&B report and/or Experian report that may be requested periodically. The undersigned also acknowledges that the terms and conditions set forth on page 2 are hereby incorporated as part of this guaranty.

Signature _____

Printed Name _____

Date _____

Republic Plumbing Supply Co., Inc.

Revised December 2015