



WE MAKE IT EASY



A MUNCH'S SUPPLY COMPANY

# CREDIT APPLICATION

1901 Ferro Dr., New Lenox, IL 60451  
P (815) 723-1111 / F (815) 727-4083

### Office Use Only

Date Received _____	Date Processed _____
Credit Limit _____	P. L. _____
Approved By _____	Date _____

ALL OFFICERS, PARTNERS, OR PROPRIETORS ARE REQUIRED TO SIGN AT BOTTOM.

Requested Credit Line Amt.: \_\_\_\_\_

<b>Business Information:</b>		<b>Complete Legal Business Name Needed</b>	
Business Name _____		Federal Tax ID # _____	
DBA Name _____		Phone _____	Fax _____
Address _____		<input type="checkbox"/> Own <input type="checkbox"/> Rent	Key Contact Name _____
City / State / Zip & County _____		Year Business Established _____	
Business Type <input type="checkbox"/> Corp. <input type="checkbox"/> Sole Prop. <input type="checkbox"/> Subchapter S <input type="checkbox"/> Partnership <input type="checkbox"/> Limited Liability <input type="checkbox"/> Year w/Present Ownership			
Last Year Gross Sales \$ _____		Net Income \$ _____	
		Email _____	

<b>Principal Information: Complete Names and Addresses Needed. No P.O. Box #'s.</b>			
First / Middle / Last _____		Social Security # _____	
Home Address _____		<input type="checkbox"/> Own <input type="checkbox"/> Rent	Phone _____
City / State / Zip _____		Title _____	
		Ownership % _____	
First / Middle / Last _____		Social Security # _____	
Home Address _____		<input type="checkbox"/> Own <input type="checkbox"/> Rent	Phone _____
City / State / Zip _____		Title _____	
		Ownership % _____	
First / Middle / Last _____		Social Security # _____	
Home Address _____		<input type="checkbox"/> Own <input type="checkbox"/> Rent	Phone _____
City / State / Zip _____		Title _____	
		Ownership % _____	

**Additional Information: In the event Munch's is unable to authorize your credit facility based on the above information, we will process your request through our normal credit underwriting procedures. Information listed below will enable us to process your request in a timely manner.**

Has the company and/or any principal been bankrupt? <input type="checkbox"/> Yes <input type="checkbox"/> No		
Bank Name _____	City / State _____	Checking Account # _____
Contact Name _____	Bank Phone # _____	Credit Line Amt: \$ _____
Insurance Company Name _____	City / State _____	Contents Coverage: \$ _____

<b>Open Account References:</b>		<b>List your three (3) largest Open Account Vendors:</b>	
Vendor Name _____	City / State _____	Account # _____	
Contact Name _____	Phone _____		
Vendor Name _____	City / State _____	Account # _____	
Contact Name _____	Phone _____		
Vendor Name _____	City / State _____	Account # _____	
Contact Name _____	Phone _____		
Vendor Name _____	City / State _____	Account # _____	
Contact Name _____	Phone _____		

<b>Michigan Only: Michigan Residential Maintenance and Alteration Contractor License Information</b>	
Contractor License # _____	Exp. Date _____
Do you have the following licenses required under state and local codes: <input type="checkbox"/> Plumbing <input type="checkbox"/> Heating <input type="checkbox"/> A/C	
List license numbers and types: _____	

Which store will you be making the most purchases from? Munch's Supply:  Grand Rapids, MI  Livonia, MI  Madison Heights, MI  
 Tommark:  Ann Arbor, MI  Coldwater, MI  Grand Rapids, MI  Jackson, MI  Lansing, MI  Saginaw, MI

Are you a heating and cooling contractor?  Yes  No (If yes, please provide Munch's with a copy of your EPA card.)

I (or we, in the event that additional principals or potential guarantors execute this authorization by signing below) make this application to Munch's Supply Michigan, LLC d/b/a Munch's Supply and d/b/a Tommark (Munch's) for a line of credit and give the above information to Munch's for this purpose. By my/our signature below (original or facsimile thereof), I/we authorize Munch's to obtain information concerning any statements made herein and understand that personal credit reports may be requested in connection with this application and any subsequent update, renewal, or extension of credit. If I/we request, I/we will be informed whether or not a credit report was requested and the name and address of the agency that furnished the report. To the best of my/our knowledge, the information I/we provided is true. NOTICE: The Federal Equal Opportunity Act prohibits creditors from discriminating against credit application on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant in good faith exercised any right under the Consumer Credit Protection Act. The Federal agency that administers compliance with this law by this creditor is the Federal Trade Commission, Equal Opportunity, Washington D.C.

Principal Signature \_\_\_\_\_ Print Name \_\_\_\_\_ Date \_\_\_\_\_  
 Principal Signature \_\_\_\_\_ Print Name \_\_\_\_\_ Date \_\_\_\_\_

Please note, stamped signatures are not accepted.



# CREDIT TERMS

\_\_\_\_\_ (enter customer name), hereinafter referred to as "Customer." Customer requests that Munch's Supply Michigan, LLC d/b/a Munch's Supply and d/b/a Tommark (hereinafter referred to as "MUNCH'S"), sell HVAC parts and material (collectively referred to as product) on account to a limit solely determined by MUNCH'S, in consideration of which the Customer and MUNCH'S agree as follows:

The Customer shall pay the full amount of any outstanding balance shown on the monthly statement within ten (10) days of the month following each purchase. Customer agrees to pay a service charge on the outstanding balance for which payment has not been received according to terms stated. The service charge shall be 2% per month of the Customer's outstanding past due balance after deducting current payments and credits, and shall become part of the Customer's outstanding balance. In the event that the aforesaid interest rate violates any applicable law, then the interest shall be automatically reduced to the highest rate permitted by that law. Payments made with Visa, Mastercard, and Discover may be assessed a 2.5% service charge at MUNCH'S sole discretion. Payments made with American Express may be assessed up to a 3% surcharge at MUNCH'S sole discretion.

The Customer acknowledges that it has special skill and knowledge in the selection and use of the product to be purchased from MUNCH'S and expressly disclaims any reliance upon any statements or representations made or to be made by MUNCH'S. The Customer waives any liability upon MUNCH'S for any reason whatsoever, for any direct, special, or consequential damages that Customer may suffer.

The warranty of MUNCH'S on all sales shall be the same as and limited to the MANUFACTURER'S WARRANTY which the Customer accepts in lieu of any and all other WARRANTIES, EXPRESS OR IMPLIED, such as but not limited to: the WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE or of MERCHANTABILITY or otherwise. MUNCH'S not being the manufacturer of the equipment or parts, nor the manufacturer's agent, makes no warranty against patent or latent defects, workmanship or capacity of the product, nor warranty that the material will satisfy the requirements of any law, rule, specification or contract. In the event any liability is imposed on MUNCH'S, said liability shall not exceed the contract price for the material purchased.

If the Customer fails to pay pursuant to the terms of this Agreement and MUNCH'S elects to take legal action to collect this Account, the Customer shall pay all costs incurred by MUNCH'S including, but not limited to: Attorney's fees, court costs, deposition and transcript costs, sheriff's fees, special process server fees, expert witness fees, and bond costs. Jurisdiction and venue for any matter in dispute shall be in the Circuit Court of Will County, State of Illinois or such adjacent county as MUNCH'S shall elect. Illinois law, except its conflict of laws, shall apply to all sales pursuant to this agreement. Customer waives any right to a jury trial. The Customer assigns to MUNCH'S as security for any indebtedness, incurred or to be incurred to MUNCH'S, all of its existing or hereinafter acquired: accounts receivable, accounts, claims, general intangibles, equipment, and inventory and the proceeds thereof.

The Customer authorizes any of its employees to order product in its behalf unless Customer provides MUNCH'S with a written notification as to its employees authorized to order product. In the event the Customer directs MUNCH'S to deliver any product and the Customer does not have a representative present at the time of delivery, the Customer authorizes MUNCH'S to leave the product at the designated place of delivery. Upon said delivery, the Customer will be responsible for said product. The use of the Customer's purchase order or purchase order numbers is for the Customer's convenience and identification only. The terms of this agreement supersede the terms of any purchase order. Absence of a purchase order or purchase order number shall not nullify liability for the product purchased from MUNCH'S.

If the Customer is not a corporation or there is a change in ownership of the Customer's business entity, the principal owners will remain personally liable for any indebtedness incurred on the aforesaid account even if they later incorporate or sell the business, until the Customer sends a written notice to MUNCH'S of said change in status by Certified Mail Return Receipt Requested. Personal liability shall continue for the account balance incurred before said notice is received.

Customer agrees to inspect all product immediately upon delivery to verify: (a) the quantities described in the accompanying delivery ticket are the quantities delivered and (b) there are no visible defects. The Customer also agrees to examine all delivery tickets and invoices upon receipt. Unless the Customer gives MUNCH'S written notice by email or fax within three (3) days of delivery, the Customer waives any claim he may have against MUNCH'S for any determinable deficiency or defect in said delivery or product and any objection he may have to the amount of the invoice. No purchase may be returned to MUNCH'S without MUNCH'S approval. If MUNCH'S approves of a return of product, Customer will incur a restocking fee of ten (10%) to twenty-five percent (25%) of purchase price at MUNCH'S sole discretion, upon return of product.

MUNCH'S failure to strictly enforce any provision of this agreement shall not be construed as a waiver thereof and shall not excuse the Customer from strict performance. Time is of the essence. The parties agree that this is the entire agreement and that no oral representation or agreement has been made which would modify this credit agreement or be a condition precedent or subsequent to the enforcement of this agreement and that this agreement may not be modified except by a writing signed by each of the parties. **An electronically signed or delivered signed copy of this agreement shall be as binding as an originally signed and delivered document.**

## I UNDERSTAND AND ACCEPT THESE TERMS OF CREDIT.

PRINT NAME \_\_\_\_\_

TITLE \_\_\_\_\_

SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_

PRINT NAME \_\_\_\_\_

TITLE \_\_\_\_\_

SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_



# GUARANTY

In consideration of the sale of any goods by and as inducement to Munch's Supply Michigan, LLC d/b/a Munch's Supply and d/b/a Tommark (MUNCH'S) to grant credit, or assume a credit risk, from time to time, in respect of sales of goods made by MUNCH'S to the Customer identified in the Credit Application attached, the undersigned hereby personally guarantees any indebtedness incurred on the aforesaid account including interest and attorney's fees and costs incurred to enforce collection of the account and this Guaranty. The undersigned agrees that all the terms of the Credit Application are also incorporated as terms of this guaranty. The undersigned waives presentment and demand for payment, notice of non payment, protest and notice of protest, and consents without notice of any extensions of time or increase in the amount of the credit given or settlement with the principal debtor. This is intended to be a continuing guarantee and shall continue as to all new indebtedness incurred unless and until a written notice is served upon MUNCH'S by Certified Mail Return Receipt Requested, declaring said guaranty shall not apply to future purchases. An electronically signed or delivered signed copy of this Guaranty shall be as binding as an originally signed and delivered document. This guaranty shall be binding upon the undersigned, his legal representatives, and assigns, and shall insure to the benefit of MUNCH'S and their successors and assigns.

DATED \_\_\_\_\_

DATED \_\_\_\_\_

\_\_\_\_\_  
SIGNATURE OF GUARANTOR

\_\_\_\_\_  
SIGNATURE OF GUARANTOR

\_\_\_\_\_  
PRINT NAME

\_\_\_\_\_  
PRINT NAME

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
CITY / STATE / ZIP

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CITY / STATE / ZIP