



# SHAW SUPPLY COMPANY

1066 E. 16th St. • Kansas City, MO 64108-1553  
Phone: (816) 221-0060 • Fax: (816) 471-2557  
www.shawsupply.com

## CREDIT APPLICATION

Company Name: \_\_\_\_\_

Corporation    Partnership    Sole Proprietorship    Limited Liability Co.   State of Origin: \_\_\_\_\_

Billing Address: \_\_\_\_\_

Street Address (if different from Billing Address): \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Nature of Business: \_\_\_\_\_ No. of Years in Business: \_\_\_\_\_

Name of Predecessor Businesses: \_\_\_\_\_

A/P Contact: \_\_\_\_\_ Email: \_\_\_\_\_ Phone: \_\_\_\_\_

Federal ID#: \_\_\_\_\_ Sales Tax Exempt #: \_\_\_\_\_ (Attach copy of form)

Estimated Monthly Volume: \$ \_\_\_\_\_ Line of Credit Requested: \$ \_\_\_\_\_

### INFORMATION ON PRINCIPALS defined as:

For Proprietorship or Partnership: List all Owners and/or Partners.

For Corporation or Limited Liability Company: List all Officers, Directors, Members and Majority Stockholders.

Name	Home Address	Phone	Social Sec. No.	Title

Have any of the companies or principals listed above ever been a debtor in a bankruptcy proceeding?

Yes    No

Has any judgment ever been entered against any of the companies or principals listed above?

Yes    No

Are there any legal actions or arbitration pending against any of the companies or principals listed above?

Yes    No

### CREDIT REFERENCES (Attach separate schedule if necessary)

Primary Bank:

Name: \_\_\_\_\_ Account #: \_\_\_\_\_ Phone: \_\_\_\_\_

Address: \_\_\_\_\_ Contact Name: \_\_\_\_\_

Secondary Bank:

Name: \_\_\_\_\_ Account #: \_\_\_\_\_ Phone: \_\_\_\_\_

Address: \_\_\_\_\_ Contact Name: \_\_\_\_\_

### TRADE REFERENCES

Name: \_\_\_\_\_ Contact Name: \_\_\_\_\_

Account #: \_\_\_\_\_ Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Name: \_\_\_\_\_ Contact Name: \_\_\_\_\_

Account #: \_\_\_\_\_ Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Name: \_\_\_\_\_ Contact Name: \_\_\_\_\_

Account #: \_\_\_\_\_ Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

## GENERAL TERMS OF SALE

All accounts are due on or before the 10th of the month following the date of purchase; cash discount, if applicable, may be deducted if accounts are paid by the 10th. No cash discounts will be given if paying by credit card. Any unpaid accounts as of the 20th of the month following the billing date will be considered past due and subject to a 1-1/2% per month service charge. In the event collection is made through an attorney, reasonable attorney fees and all other costs or collections shall be paid by the Customer. All accounts are subject to the credit limits set by our credit department. This Customer accepts credit with the understanding that all bills will be paid in accordance with our terms, regardless of where, when, or how the materials purchased from us may be used. No shipments are made against a past due account.

**Customer expressly agrees to submit to personal jurisdiction in Missouri and agrees that the forum for any litigation pursuant to this Agreement or any other contract between Seller and Customer, whether Seller or Customer brings suit, shall be the County of Jackson, Missouri. This Agreement shall be governed by and construed in accordance with the laws of Missouri.**

### **DELINQUENT ACCOUNT POLICY:**

A delinquent account, as defined by the terms of Shaw Supply Co., is any unpaid account as of the 20th of the month following the billing date. Shaw Supply Co. will make every effort to amicably resolve such unpaid balances. However, Shaw Supply Co. reserves the right to utilize whatever appropriate means necessary to collect unpaid accounts including, but not limited to employing third party collection agents, collection attorneys and utilizing any applicable lien rights available.

### **WARRANTIES-SELLER'S LIABILITY:**

All warranties covering products sold by us are solely those of the manufacturer and we make no implied or expressed warranties as to such products. Charges for altering, correcting or repairing defective material will be limited to the manufacturer's warranty and will be the responsibility of the particular manufacturer. We will not be liable for special or consequential damages caused by the faulty operation of materials. The buyer assumes all risk and liability for loss, damage, or injury to persons or property of buyer or others, arising out of use or possession of any material sold.

### **FACTORY DELIVERIES:**

Shipping dates given in advance of actual shipment are estimated based on information from our suppliers and are not guaranteed. We will not be liable for shipping delays caused by strikes, or any causes beyond our control. All sales are made F.O.B. point of shipment and all risk of damage to, or loss of items shall pass to buyer.

### **RETURNED GOODS:**

No merchandise may be returned for credit without prior authorization and a service or restocking charge will apply. Returns of special or non-stock materials can only be authorized under the terms of the manufacturer.

### **OSHA HAZARD COMMUNICATION STANDARD 29 CFR 1910.1200:**

All manufacturers and importers of chemically hazardous substances are required to produce a material safety data sheet (MSDS) for each product they produce or import. Products that we sell may fall within the guidelines of this standard and we will make copies of the manufacturer's MSDS sheets available to you.

By signing this form, I/we certify that the information supplied in the above application is correct and complete and that I/we agree to and accept the terms and conditions of this application. I/we also certify that I/we have authority to bind the Customer and sign on its behalf. I/we further understand that Seller will rely on this information for the extension of credit. I/we authorize Seller from time to time to obtain Business and Consumer Credit Reports on Customer or any principals listed above or to obtain credit and funding information from any other source. This is not an agreement by Seller to lend money, it is an agreement by Customer for the benefit of Seller, if Seller determines to supply materials or extend credit to Customer.

Applicant(s):

By: \_\_\_\_\_

By: \_\_\_\_\_

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

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

Title or capacity: \_\_\_\_\_

Title or capacity: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_