



# ARCHITECTURAL HARDWARE & SUPPLY

12770 Farmington Rd., Livonia, MI 48150

Phone (734) 422-5400

## NEW CUSTOMER CREDIT APPLICATION FORM & INDIVIDUAL GUARANTEE

NAME OF FIRM \_\_\_\_\_  
STREET \_\_\_\_\_ CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_  
PHONE NO. \_\_\_\_\_ FAX NO. \_\_\_\_\_ D/B/A \_\_\_\_\_  
PERSON TO CONTACT CONCERNING PAYMENT \_\_\_\_\_  
EMAIL ADDRESS \_\_\_\_\_

THE FOLLOWING INFORMATION IS SUBMITTED FOR OUR CONSIDERATION AS A BASIS FOR OPENING AN ACCOUNT:

**FIRM IS A: (PLEASE CHECK ONE)**

CORPORATION  CO-PARTNERSHIP  LIMITED LIABILITY COMPANY  INDIVIDUAL TAX ID \_\_\_\_\_

PROPRIETOR(S) OR OFFICERS OR MEMBERS	SOCIAL SECURITY NO.	TITLE
_____	_____	_____
_____	_____	_____
_____	_____	_____

**FOUR (4) TRADE CREDIT REFERENCES ARE REQUIRED. PLEASE LIST BELOW:**

NAME	ADDRESS	EMAIL ADDRESS
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____

**BANK REFERENCES:**

NAME	ADDRESS	ACCOUNT NUMBERS	PHONE
_____	_____	_____	_____
_____	_____	_____	_____

PERSON TO CONTACT \_\_\_\_\_

DO YOU REQUIRE PURCHASE ORDER NUMBERS?  YES  NO

DO YOU HAVE AUTHORIZED PURCHASERS? If so, list below.  Yes  NO

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

WHAT TYPE OF MATERIALS DO YOU ANTICIPATE PURCHASING FROM US? \_\_\_\_\_

WHAT IS YOUR ANTICIPATED DOLLAR PURCHASE PER MONTH? \_\_\_\_\_ IF OVER \$1500.00, PLEASE INCLUDE A FINANCIAL STATEMENT WITH THIS APPLICATION

DO YOU ANTICIPATE ANY TAX FREE JOBS?  YES  NO IF YES, WE WILL NEED A TAX EXEMPT CERTIFICATE FOR EACH JOB.

**THIS APPLICATION CONSISTS OF TWO (2) PAGES (FRONT AND BACK)**

*IN CONSIDERATION OF THE EXTENSION OF CREDIT FOR BUSINESS PURPOSES, \_\_\_\_\_ PROMISES TO PAY ALL INDEBTEDNESS INCURRED TO ARCHITECTURAL HARDWARE & SUPPLY CO., WHETHER HERETOFORE OR HEREINFTER INCURRED IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF SALE AND PAYMENT. IT IS FURTHER UNDERSTOOD AND AGREED THAT PAYMENT FOR ALL PURCHASES IS DUE AND PAYABLE AT THE OFFICE OF ARCHITECTURAL HARDWARE & SUPPLY CO. WITHIN 30 DAYS OF DATE OF PURCHASE. IT IS FURTHER UNDERSTOOD AND AGREED THAT A 1.25% PER MONTH COLLECTION FEE WILL BE CHARGED AGAINST SUCH BALANCES UNPAID AFTER RESPECTIVE DUE DATES AND ALL COSTS OF COLLECTION INCLUDING LEGAL FEES, COURT COSTS AND LIEN PROCESSING FEES WILL BE PAID BY THE DEBTOR(S).*

NAME OF FIRM \_\_\_\_\_

BY: \_\_\_\_\_

ITS: \_\_\_\_\_

**Grant of Security Interest.** \_\_\_\_\_ hereby grants to Architectural Hardware & Supply Co. (“Lender”), to secure the payment and performance in full of all of its current and future credit obligations, a security interest in and so pledges and assigns to the Lender the following properties, assets and rights of \_\_\_\_\_ whenever located, whether now owned or hereafter acquired or arising, and all proceeds and products thereof (all of the same being hereinafter called the “Collateral”): all personal and fixture property of every kind and nature including without limitation all goods (including inventory, equipment and any accessions thereto), instruments (including promissory notes), documents, accounts (including health-care-insurance receivables), chattel paper (whether or not the letter of credit is evidenced by a writing), commercial tort claims, securities, and all other investment property, supporting obligations, any other contract rights or rights to the payment of money, insurance claims and proceeds, tort claims, and all general intangibles (including all payment intangibles).

**Authorization to File Financing Statements.** \_\_\_\_\_ hereby irrevocably authorizes the Lender at any time and from time to time to file in any Uniform Commercial Code jurisdiction any initial financing statements and amendments thereto that (A) indicate the Collateral (I) as all assets of the Company or words of similar effect, regardless of whether any particular asset comprised in the Collateral falls within the space of Article 9 of the Uniform Commercial Code of the State or such jurisdiction, or (II) as being of an equal or lesser scope or with greater detail, and (B) contain any other information required by part 5 of Article 9 of the Uniform Commercial Code of the State for the sufficiency or filing office acceptance of any financing statement or amendment, including (I) whether the Company is an organization, the type of organization and any organization identification number issued to the Company and, (II) in the case of a financing statement filed as a fixture filing or indicating Collateral as-extracted collateral or timber to be cut, a sufficient description of real property to which the Collateral relates, The Company agrees to furnish any such information to the Lender promptly upon request.

**INDIVIDUAL PERSONAL GUARANTEE**

IN CONSIDERATION OF THE EXTENSION OF CREDIT, I \_\_\_\_\_ THE UNDERSIGNED, AN OWNER, OFFICER, PARTNER OR MEMBER OF THE ABOVE NAMED BUSINESS, OR A DULY AUTHORIZED AGENT OF THAT BUSINESS, UNCONDITIONALLY PROMISE TO PAY ALL INDEBTEDNESS INCURRED TO ARCHITECTURAL HARDWARE & SUPPLY CO., WHETHER HERETOFORE OR HEREINAFTER INCURRED IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF SALE AND PAYMENT. IT IS FURTHER UNDERSTOOD AND AGREED THAT PAYMENT FOR ALL PURCHASES IS DUE AND PAYABLE AT THE OFFICE OR ARCHITECTURAL HARDWARE & SUPPLY CO. WITHIN 30 DAYS FOLLOWING THE DATE OF PURCHASE. IT IS FURTHER UNDERSTOOD AND AGREED THAT A 1.25% PER MONTH COLLECTION FEE WILL BE CHARGED AGAINST SUCH BALANCES UNPAID AFTER RESPECTIVE DUE DATES AND ALL COSTS OF COLLECTION INCLUDING LEGAL FEES, COURT COSTS AND LIEN PROCESSING FEES WILL BE PAID BY THE DEBTOR(S) AND/OR THE GUARANTOR(S). THIS GUARANTEE WILL REMAIN IN EFFECT AS LONG AS THE BUSINESS IS INDEBTED TO ARCHITECTURAL HARDWARE & SUPPLY CO. AND IF SIGNED BY MORE THAN ONE GUARANTOR, SHALL BE JOINT AND SEVERAL. I/WE WILL NOTIFY ARCHITECTURAL HARDWARE & SUPPLY CO. OF ANY CHANGE IN OWNERSHIP OR CONTROL OF THE BUSINESS.

**SIGNED BY**

**ADDRESS**

**SOCIAL SECURITY#**

**DATE**

1. \_\_\_\_\_

2. \_\_\_\_\_

## **MASTER SUPPLY AGREEMENT**

This Master Supply Agreement (“Agreement”) is executed and effective as of \_\_\_\_\_, 20\_\_\_\_, between the entity identified as Buyer at the end of this Agreement (“Buyer”), and Architectural Hardware & Supply Co. (“Supplier”), with a principal place of business at 12770 Farmington Road, Livonia, MI 48150.

### **RECITALS**

Supplier is a distributor of goods (and related services) for the construction, improvement, remodeling and other related industries (“Goods”). Buyer wishes to purchase Goods from Supplier. Buyer and Supplier wish to establish a master agreement to govern the purchase by Buyer of Goods from Supplier.

**NOW, THEREFORE**, and in consideration of the terms of this Agreement, the parties agree as follows:

**1. Definitions.** The following terms shall have their indicated meanings:

1.1. “Individual Contract” means the contract between Buyer and Supplier arising from Supplier’s acceptance or performance of a Purchase Order, and shall consist of this Agreement and the Purchase Order.

1.2. “Purchase Order” means the written purchase order (excluding its general terms and conditions) or other request issued by Buyer for the purchase of Goods.

1.3. “Buyer’s Agents” shall mean, in connection with the Goods or otherwise, any of Buyer’s employees, agents or other representatives.

1.4. “Quotation” shall mean Supplier’s written quotation for the sale of Goods.

**2. Sale and Purchase.**

2.1. Supplier shall sell and supply to Buyer, and Buyer shall purchase and take delivery of Goods identified in any Individual Contract. All prices shall be as established in the Purchase Order. All sales shall be subject to Supplier’s standard terms and Conditions of Sale (“Terms”) as they exist at the time an Individual Contract is formed, as available on Supplier’s website or attached hereto. This Agreement and the Terms include all of the terms relating to a sale of Goods and all representations, negotiations, and other matters are integrated into this Agreement.

2.2. Upon request by Buyer, Supplier shall promptly furnish Buyer a Quotation. If Buyer desires to enter into an Individual Contract with Supplier for the Purchase of particular Goods for resale to a Customer, Buyer shall issue a Purchase Order to Supplier. Buyer’s standard terms and conditions of purchase shall not apply. An Individual Contract shall be established between Buyer and Supplier upon acceptance of the Purchase Order by Supplier. The provisions of this Agreement and any Individual Contract shall be interpreted to be consistent with each other. If there shall be any irreconcilable conflict of the terms within these documents, this Agreement shall have priority over any other document unless accepted by both parties in writing.

2.3. Buyer must supply a Notice of Commencement on all purchases on credit.

**3. Specifications, Warranties and Documentation.**

3.1. All Goods supplied by Supplier shall comply with the warranties in the Terms. Pursuant to the terms, Supplier provides a limited express warranty as to its fabrication and its assembly and other services. Supplier does not warrant any Goods. ALL OTHER WARRANTIES, INCLUDING THOSE OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED. Supplier may supply drawings, studies, and other technical information, but the responsibility for product selection, application engineering, and adequacy is on the Buyer.

3.2. Buyer is responsible for initiating, maintaining, supervising and advising all safety precautions in connection with possession, handling or use of the Goods, including safety warnings to users. Supplier makes no warranty and disclaims any implied warranty that the Goods comply with any law or any legal obligations or duty relating to safety.

**4. Proprietary Rights and Confidential Information.**

4.1. A party may furnish to the other technical information (including, but not limited to that contained in the Specifications) from time to time. Neither party shall disclose or use such information except as required in the performance of this Agreement. Information furnished by Supplier is without warranty. For example only, there is no warranty as to the adequacy or accuracy of information relating to installation, machining, or use.

**5. Applicable Law: Dispute Resolution: Waiver of Trial by Jury.**

5.1. This Agreement shall be construed and governed according to the laws of the jurisdiction in which Supplier has its executive offices.

5.2. The parties consent to the exclusive jurisdiction of the courts sitting in the jurisdiction in which Supplier has its executive offices to resolve all issues and claims arising under or related to this Agreement and the Goods. The parties waive trial by jury.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the date first above written at the executive office of Supplier as shown above.

**BUYER:**

\_\_\_\_\_  
By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

**SUPPLIER:**

**Architectural Hardware & Supply Co.**

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

**Exhibit A to Master Supply Agreement**

The Agreement also includes the following terms \_\_\_\_\_

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