

## **BenderPlumbing.com**

HVAC | Plumbing | Kitchen & Bath Cabinetry | Tile & Stone

Dear Prospective Customer,

Thank you for your interest in establishing an account with Bender. We will process your application as quickly as possible. To help speed up the process, please be sure to fill out the form as completely as possible. You may complete the application by hand or download an editable PDF version. Please request the electronic version from your Bender representative. Please send your completed credit application to ar@benderplumbing.com.

Please pay special attention to the following items:

- Enter the company name on the first line of the first paragraph and on the first line next to "business name."
- Email Address Accounting: for invoices and statements. Promotional purposes: for specials, events and other Bender updates.
- Sales Tax Please include an exemption form or resale certificate if you are tax exempt. We must charge you sales tax if we do not receive a proper completed copy of the form.
- Vendor Trade References Please provide fax numbers or a direct email for all your references. Most companies do not give references over the phone.
  - O Please be advised that there are many factors we consider when evaluating accounts for a line of credit. These factors may lead us to request vendor trade references and business credit reports and/or statements from the vendor trade references listed. In this case we will ask you to provide another reference or to send your last two months' statements from any two supply vendors you have a charge account with.
  - O If you plan to use Home Depot or Lowe's as a trade reference, please provide your account number, zip code, and the last four digits of your social security number. If you plan to use Grainger as a trade reference, please provide your account number.
  - o For trade references, We do not use banks or personal references or vendors that sell a service or contractors with whom you have worked. We only use companies from which you purchase supplies and with whom you have a current charge account.
- Driver's License Please include a copy for each individual listed.
- Signatures and Dates Make sure to sign and/or date all lines on the second page. An authorized signature is required to allow us to contact your vendor references.
- Your account will be delayed from opening if this application is not filled out completely and the required documentation is not provided.

Thank you again, and we look forward to our new relationship. We will contact you as soon as your account has been opened. If you have any questions, contact me at the information below.

Sincerely,

Bender Accounts Receivable

## **Account Enrollment and Credit Application**



Primary Bender Office:  155 S. Leonard St. Waterbury, CT 06708 Phone: 203-756-8013 Fax: 203-753-3957  580 Grand Ave. New Haven, CT 06530 Phone: 203-787-4288 Fax: 203-789-1699  235 Westport Ave. Norwalk, CT 06851 Phone: 203-847-3865 Fax: 203-847-7071	395 James St. Bridgeport, CT 06604 Phone: 203-579-4499 Fax: 203-339-3911  197 Wawarme Ave. Hartford, CT 06114 Phone: 860-233-6606 Fax: 860-233-4660  28 Harbor St. Stamford, CT 06902 Phone: 202-234-6466 Fax: 202-248-2600
Phone: 203-847-3865Fax: 203-847-7971	Phone: 203-324-6166 Fax: 203-348-2690
representations to Bender Plumbing Supplies of Waterb Inc.; Bender Plumbing Supplies of Bridgeport, LLC; Bender Bender Management, Inc., DBA Bender Supply, hereinaft Seller to allow the Buyer to make purchases on credit.	er Plumbing Supplies of Hartford, LLC; and/or er ("the Seller") for the purpose of inducing the
Type of account requested:	If credit, credit amount requested: \$
Business Name: Mailing Address:	
City: St	
Delivery Address: As Above Other Fax #	
Accounts Payable contact name: E-mail:	
Promotional material contact name: E-mail:	
Invoices/Statements:	Taxable Tax-Exempt
Plumber Name:	. — —
Type of Business:Business Financing/Debt: Amount: \$	
Type of Organization: Individual Partnership	☐ LLC ☐ Corporation ☐ Government
Trade Type(s): Bathroom Fixtures  HVAC Commercial	<ul><li>☐ Kitchen</li><li>☐ Plumbing Supplies</li><li>☐ Builder</li><li>☐ Other</li></ul>

## Complete the remainder of this form for credit application

Bank Reference:	
Name:	Phone #:
Complete Address:	
	or Corporation Officers: (Attach a copy of the driver's license of
each person listed)	
Name:	
DOB:	SSN:
Home Address:	
Title:	Phone #:
Name:	
	SSN:
	Phone #:
Name:	
	SSN:
Home Address:	
	Phone #:

## Supply Vendor References Only: (Three are required. Complete all information.)

Name/Account #	Address	Phone #	E-mail Address

Bender Plumbing Supplies of Waterbury, Inc.; Bender Plumbing Supplies of New Haven, Inc.; Bender Plumbing Supplies of Bridgeport, LLC; Bender Plumbing Supplies of Hartford, LLC; and/or Bender Management, Inc.; DBA Bender Supply; hereby accepts this Application and agrees to sell various materials and supplies to the Buyer on credit in accordance with the terms and conditions herein specified, and the Buyer agrees to be bound by said terms and conditions in regard to purchases made from the Seller. If any part of this agreement is found to be unenforceable, the remaining terms shall not be affected and will remain in full force and effect.

This Instrument may be executed and delivered electronically. Signatures transmitted via electronic means are deemed to have the same force, effect and validity as so-called "hard, blue ink signatures".

The undersigned hereby acknowledge their respective understandings and agreements, without limitation, that:

- 1. Prejudgment Remedy Waiver: Both parties agree that all sales made pursuant to this Agreement are commercial transactions for the purpose of Connecticut General Statutes Section 52-278f. Further, the Buyer expressly waives his right as set forth in Connecticut General Statutes Section 52-278f to a notice and hearing under the Act and specifically authorizes any attorney for the Seller to issue a writ for the prejudgment remedy without securing a court order.
- 2. Terms of Payment: I/We fully understand that terms for payment under this application are: Net 30 days from the statement date. All balances over 30 days past due are subject to a service charge of 1.5% per month, 18% annual percentage rate. All attorney or collection fees to collect past due accounts must be paid by the buyer/customer. The Seller may change the terms of the Agreement, including raising rates, fees or credit limits, which will be binding upon buyer/customer and all guarantors commencing 10 days after such change. Credit cards are not accepted as payment on account.
- **3.** Expenses: The Buyer agrees to pay all expenses, including but not limited to attorney's fees, incurred by the Seller in enforcing any of the terms of this Agreement or collecting any sum due for merchandise sold under this Agreement.
- **4.** Conflict of Terms: In the event of a conflict between the terms and conditions of this contract, and the terms and conditions stated in the Buyer's contract of purchase order, the terms of this contract shall govern.
- **5.** Exclusion and Modification of Warranties: The Seller gives to the Buyer only those EXPRESS WARRANTIES which the manufacturer of the particular goods sold gives to the Seller. THE PARTIES AGREE THAT THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ALL OTHER IMPLIED WARRANTIES ARE EXCLUDED FOR THIS TRANSACTION AND SHALL NOT APPLY. Further, the Seller shall not be liable for the cost of labor expended by others on any rejected materials, nor for any special, direct, indirect of consequential damage to anyone by reason or the fact that any material or good is defective or not in conformity with the applicable specifications.
- **6.** Indemnification: The Buyer shall indemnify the Seller against all loss, damage, cost and expenses, including reasonable attorney's fees, which the Seller may incur or sustain as a result of any suits or claims arising out of the Buyer's non-performance of the terms of this Agreement.

(Applicant Signature)		(The Company)
BY:	BY:	
lts:	lts:	

Authorization to obtain credit information:

I hereby give authorization for information to be released regarding my credit with listed companies of Financial Institutions. Guarantor and / or company representative authorizes the Seller or it's designated agent to (a) utilize his/her personal credit (by obtaining a personal credit report and/or making direct inquires of business where Guarantor's and / or company representative's accounts are maintained in considering this application and subsequently in connection with any Account: (b) periodically review and share information about the experiences or transactions with Guarantor and / or company representative with credit bureaus or other parties that may lawfully receive such information; and (c) in the event that this application is denied based upon information in a personal credit report of Guarantor and / or company representative, to report the reason of denial.

and / or company representative, to report the reason of denial.		
X Signature	Date	
Corporations: Continuing personal guara	nty of credit	
Supplies of New Haven, Inc.; Bender Plum	r Plumbing Supplies of Waterbury, Inc.; Bender Plumbing bing Supplies of Bridgeport, LLC; Bender Plumbing Supplies of nt, Inc. DBA Bender Supply, hereinafter "the Seller" in order to	
induce it to extend credit to or otherwise	. 113.	

I hereby guarantee to the Seller the prompt payment, when due, of every claim of the Seller which may hereafter arise in favor of the Company against the Buyer, including but not limited to attorney's fees. This is a continuing guaranty and shall remain in force until revoked by me by giving thirty (30) days written notice to the Company, but such revocation shall be effective only as to claims of the Seller which arise out of contacts or sales entered in subsequent to the effective date of termination of guaranty. This obligation shall cover the renewal of any claims guaranteed by this instrument of extensions of time of payment thereof and shall not be held by it for any claim hereby guaranteed.

This continuing personal guaranty of credit applies to any and all affiliated companies of the signator. This continuing personal guaranty applies to any past and future indebtedness.

Prejudgment Remedy Waiver: The Guarantor agrees that all sales made pursuant to this Agreement are commercial transactions for the purpose of Connecticut General Statutes Section 52-278f. Further, the Guarantor expressly waives his right as set forth in Connecticut General Statutes Section 52-278f to a notice and hearing under the Act and specifically authorizes any attorney for the Seller to issue a writ for the prejudgment remedy without securing a court order.

IN WITNESS WHEREOF, I have signed and sealed this Guaranty on this date		
X		
Signature	Print Name	
For administrative use only		
LEVEL:	LIMIT:	
Salesperson:		