

PHOENIX, AZ INDIANAPOLIS, IN P: 800-383-1236 P: 602-455-4420 P: 317-436-1240

ACCOUNT **APPLICATION**

COMPANY INFORMATION

LINCOLN, NE

COMPANY NAME	DBA	TODAY'S DATE					
COMPANY PHONE #	COMPANY FAX	FEDERAL TAX ID# or SS#					
BILLING ADDRESS	BILLING CITY, STATE, ZIP	STATE TAX ID#					
SHIPPING ADDRESS	SHIPPING CITY, STATE, ZIP	YEAR BUSINESS STARTED					
EMAIL ADDRESS	WEBSITE(S)	AMOUNT OF CREDIT REQUESTED					
TYPE OF BUSINESS: WATER CONDITIONING	DEALER SUPPLY HOUSE PLUMBER						
Name(s) of Officers/Owners:							
Purchasing Contact Name: Phone #:		Phone #:					
Purchasing Contact Email:							
accounts Payable Contact Name: Phone #:		Phone #:					
Accounts Payable Contact Email:							

CREDIT APPLICATION

Terms: If approved, the applicant understands that this statement is due in 30 days and guarantees that the account will be kept current. A service charge of 2% interest per month may apply to all invoices that become delinquent in payment and/or terms. These accounts will be required to prepay on subsequent orders if deemed necessary by WBI. Shipments may be held without prior notice if payment is not arranged on past-due invoices.

BANKING INFORMATION

BANK NAME				
BANK ADDRESS	BANK CITY, STATE, ZIP			
ACCOUNT NUMBER(S)	ROUTING #			

TRADE REFERENCES-INDUSTRY RELATED

COMPANY NAME	CONTACT NAME	PHONE #	EMAIL

AUTHORIZED CONSENT FORM

I hereby give this information for the purpose of obtaining credit, and authorized the obtaining of information concerning any statement made herein.

Signature:	C	Date:	
Printed Name:	SSN:		_ Title:
Officer/Owner(s) Name(s):		Phone #:	



то: _____

Wood Brothers Industries, 721 Westgate Boulevard, Lincoln, Nebraska 68528 ("Wood Brothers")

WHEREAS, __________ (Name of Debtor) of _________ (Address) ("Debtor") desire to transact business with and obtain credit or a continuation of credit from Wood Brothers; and

WHEREAS, ________ (Name of Guarantor) of _______ (Address) ("Guarantor") will substantially and materially benefit from Debtor's ability to transact business with and to obtain credit or a continuation of credit from Wood Brothers; and

WHEREAS, Wood Brothers is unwilling to extend or continue credit to Debtor unless it receives a guaranty of payment by the Guarantor covering the liabilities of Debtor.

NOW, THEREFORE, Guarantor hereby unconditionally guarantees to Wood Brothers the prompt payment of all liabilities to Wood Brothers of whatever nature. This is a guaranty of payment and not a collection. This guaranty is a continuing guaranty. The Guarantor's obligations under this guaranty shall be absolute, unconditional, joint, and sever and shall remain in full force and effect until the payment in full of all liabilities of the Debtor.

Guarantor hereby waives (a) notice of acceptance of the guaranty and notice of extensions of credit by Wood Brothers to Debtor; (b) presentment and demand for payment of any of the liabilities of the Debtor; (c) protest and notice of dishonor or default to Guarantor or any other party concerning any of the Liabilities of the Debtor; (d) all other notices to which Guarantor might otherwise be entitled; and (e) any demand for payment under this guaranty. Guarantor also waives the right to require that any action be brought against Debtor or any other person. In the event of default, Wood Brothers shall have the right to proceed directly against Guarantor without exhausting any other remedies that Wood Brothers may have. Guarantor shall reimburse Wood Brothers for all reasonable expenses (including reasonable attorney's fees) incurred by Wood Brothers in connection with any of the obligations or indebtedness of Debtor or the collection thereof or in enforcing or attempting to enforce the terms of this guaranty.

The terms and conditions of this guaranty shall be binding upon and shall inure to the benefit of Wood Brothers and Guarantor, their heirs, personal representatives, successors, and assigns. The Guarantor may only revoke this guaranty in writing, delivered personally or by registered mail to any officer of Wood Brothers at its place of business, and notice of such revocation is acknowledged in writing. Any revocation shall not release liability as to obligations or indebtedness the owed and any renewals or extensions.

This guaranty shall be governed by the laws of the State of Nebraska, excluding, however, such state's choice law rule for the purpose of conflict laws. Guarantor expressly agrees that exclusive jurisdiction for any claim or dispute arising out of or relating to goods sold by Wood Brothers resides in the courts of the State of Nebraska. Guarantor further agrees and expressly consents to the exercise of exclusive jurisdiction in the State of Nebraska in connection with any dispute or claim involving Wood Brothers.

Dated this _____ day of _____, 20 ____, 20 ____.

Guarantor Signature: ___



TERMS AND CONDITIONS

ORDERING: Wood Brothers (WBI) will accept your orders for products by phone, fax, or email. We ask that all purchase orders include a P.O. number, pricing, and WBI part number(s). Phone orders and purchase orders without WBI part numbers will be accepted only with the understanding that WBI is not responsible, and will not pay, for freight costs to return incorrect product. In addition, any product returned for credit that was placed by phone or without WBI part numbers may be subject to a 15% restocking charge. WBI reserves the right to accept or reject any goods and/or services orders.

MINIMUM ORDERS: Minimum order is \$25.00 net, exclusive of freight charges. Orders less than \$25.00 will be accepted with a \$10.00 order processing fee.

ORDER CONFIRMATION: Orders placed with WBI will be confirmed by fax or email. Any discrepancies in pricing, part numbers, descriptions, and/or case quantities will be shown on the order acknowledgment. The customer's responsibility is to review the order acknowledgment and contact WBI Immediately. We will process the order according to the acknowledgment.

PAYMENT TERMS: Terms of payment on open account are net 30 days from the date of invoice unless otherwise stated and mutually agreed upon by both parties. WBI requires a Credit Application to be completed and approved before shipping on open account status. Credit will not be extended to accounts with poor credit history.

Past due accounts will be charged interest at 2% per month. Orders will not be shipped if an account is past due and/or until the check has cleared. Large and/or custom orders may require a down payment with a purchase order.

WBI will require payment before shipment by check, money order, wire transfer, or credit card for customers without approved credit within the USA. WBI accepts Visa, MasterCard, Discover, and American Express. C.O.D. shipments are to be paid by cashier's check or money order. Wire transfers under \$1,000 may be subject to surcharges.

WBI will require all U.S. dollar money orders or wire transfer payments for customers without approved credit outside of the USA. Wire transfers under \$1,000 may be subject to surcharges.

NSF CHECKS: There is a \$25.00 charge for all NSF checks.

INVOICING: All shipments are invoiced on the day of shipping. Customers are required to pay all invoices in full within terms. Short payments on invoices are not acceptable. All questions regarding invoices and payments must be addressed with our accounts receivable department prior to invoices becoming due.

FREIGHT: All Shipments are from F.O.B. Factory (Lincoln, Nebraska) unless otherwise specified. Orders are shipped via UPS, FedEx, Speedee, Midlands Messenger, common truck carrier or may be delivered by WBI truck. The customer should determine the method of shipment on the purchase order, or WBI will choose the best shipment method. WBI reserves the right to bill for freight charges or incidental additional freight costs charged to us on your behalf. Freight quotes air estimates based on the best information available. We will bill based on actual freight charges incurred on your behalf.

SHIP DATES/LEAD TIMES: In-stock orders typically ship within one day. WBI will always make every reasonable attempt to meet a requested delivery date but will not be held responsible for delays due to conditions beyond our control. Special orders, large orders, or products not in-stock may require additional lead time. Items out of stock automatically become back-ordered and will ship when received unless it is required on the purchase order to be held and shipped complete.

PRICES: We will attempt to notify customers in advance of price change information. However, prices are subject to change without notice.

QUOTES: Written quotations are valid for up to 30 days or for the term stated on the quote, whichever is shortest. Your responsibility is to request a currently published price sheet or a quote in writing for a price guarantee. We cannot be responsible for miscommunication or misunderstanding of a verbal quote.



TERMS AND CONDITIONS

PACKAGING: Prices include satisfactory packaging for truck or air shipment at no additional cost unless otherwise stated.

TAXES: Taxes are not included in pricing. Quoted prices are exclusive of all taxes. Purchaser shall be responsible for payment of all applicable state/local sales, use, and/or gross receipt taxes resulting from transactions with WBI, regardless of the placement of liability for the tax by law. Orders shipped within Nebraska are subject to applicable county tax rates unless a completed Tax Exemption Certificate is on file.

PRODUCT RETURNS: A return material authorization (RMA) number must be obtained from WBI prior to shipping or accepting returns. An RMA form must be completed and forwarded to the customer via fax or email and returned with the material. All material received will be inspected upon receipt. Any claims that the material is unacceptable should be made in writing within ten days. All returns for warranty consideration must be returned freight prepaid. Freight collect returns will not be accepted. Returns determined to be in warranty will be replaced or repaired and returned to the purchaser prepaid by surface freight. All merchandise returned for credit, other than warranty claims, may be subject to a fifteen percent (15%) restock charge.

RESTOCK: A minimum restocking charge of 15% or \$25.00, whichever is higher, may be charged. Orders shipped incorrectly by WBI are not subject to restocking charges, and correct items will be prepaid by surface freight. All other returns are subject to the restocking charge. Goods must be in the original packaging container, in saleable condition, and within 60 days from the purchase date to be considered for restocking. Any replacement goods shipped be billed and credited when incorrect goods are received and inspected at WBI. Special or custom orders are non-returnable.

FREIGHT CLAIMS: WBI is not responsible for damage or loss incurred during shipping. All shipments must be inspected for damage and counted for shortages at delivery. Freight claims must be made immediately and directly to the freight carrier. Any damage or discrepancy must be noted on the Bill of Lading/Shipping Document and reported to WBI within 72 hours of receipt of merchandise. WBI will help as much as possible in settling claims with freight carriers.

CANCELLATION/CHANGE ORDERS: Changes to an order may be made at no charge prior to processing any order. Deletions and/ or changes to an order after processing may be subject to a \$25.00 minimum handling charge. Changes may delay the original shipment or may result in a separate shipment. Non-stocked items or orders per customer's specifications may not be canceled once special material has been ordered and/or production started.

WARRANTIES: Most WBI products have a limited warranty covering materials and workmanship. Some Products sold by WBI have no warranty, or the original manufacturer's warranty covers them. Please contact us if you require specific warranty information.

GUARANTY: In consideration of credit being extended to the applicant, I (we) personally guarantee all indebtedness extended to the applicant firm. If there is more than one guarantor on this account, the liability of the guarantor(s) shall be joint and several. I (we) further agree that this guarantee is absolute and continuing, and I (we) waive notice of indebtedness, an extension of credit already or thereafter contracted for. The terms may be rearranged, extended, and/or renewed without notice to any guarantor of this account. I (we) will, within five (5) days from the date of notice that the account is past due, pay the amount due and continue to find this guarantee for all amounts extended on credit before receipt of any written cancellation of the guarantee.

By signing below, you certify that all information on this application is true and complete. You also authorize us to confirm the information in this application and give out information about you or your account to credit reporting agencies and others who are allowed to receive it. You authorize and instruct us to request and receive credit information about you from any credit reporting agency or third party. By signing below, you agree to the "Terms and Conditions of Sale" and the "Guaranty" as contained herein if this application is approved. I (we) authorize Wood Brothers Ind. to investigate the applicant's credit history.

Signed	(name of firm)
by	(member of firm)

Date _____