



Business Credit Application Welcome Letter

Welcome to Habegger Corporation!

All the associates at HABEGGER CORPORATION thank you for allowing us the opportunity to be your "Preferred Solutions Provider".

Habegger Corporation understands the cornerstone of the global business economy is the extension of commercial credit. Further, Habegger Corporation Credit Department Pledges to adhere to the highest standards of integrity, trust, fairness and personal and professional behavior in all business dealings.

Please complete this application package in its entirety ensuring that the application is legible. Please return the application package to Habegger Corporation Credit Department. You may fax the application package to: 513.612.4701 or email to: creditcac@HabeggerCorp.com or mail the package to the above address.

Should you have any questions whatsoever, please do not hesitate to call directly, 513.612.4718.

Respectfully submitted,

Robert Conarroe
Habegger Corporation Credit Department



BUSINESS CREDIT APPLICATION

Credit Information Requirements*

This application plus Business Profile, Credit Card Authorization, Terms & Conditions (2) years' business financial statements. **

* · Note: Non-profit organizations must include complete business financial statements for all credit requests. ***

Financial statements include tax returns or current interims.

Business Line of Credit

New Update Increase

Complete Sections A, B, C, & Business Profile

Credit Needed Per Month: \$ _____

If increase, Habegger Corporation Account #

AIA Billing: Circle One: **Yes** **No**

Please retain a copy for your records.

Invoice Payment - Circle & Complete all that apply:

Check:

Credit Card Type: _____ **(Complete Authorization)**

Electronic Funds Transfer: _____

A. BUSINESS PROFILE C. BUSINESS OWNERSHIP INFORMATION

Legal Name: _____

Date Established: ____/____/____ Tax ID Number: _____

Nature of Business: _____

County: _____ Corp Organized State of: _____

Annual Sales: \$ _____

Business Phone #: _____ ext: _____

FAX #: _____ Other Ph. _____

Business Email: _____

Street Address (No P. O. Box): _____

City / State / ZIP: _____

Billing Address: _____

City / State / ZIP: _____

Ownership 1: _____

Birth Date: ____/____/____ SSN: _____

Home Address (No P.O. Box): _____

City / State / ZIP: _____

Home Phone: _____ Mobile Phone: _____

Home E-Mail: _____

Time as Owner: _____ Pct of Ownership: _____ %

Personal Assets	Personal Debts	Personal Net Worth
\$ _____	\$ _____	\$ _____

Sales Tax Exempt:

Yes / No – If yes, please attach signed exemption certificate

Purchase Orders Required YES NO (Circle One)

B. BANK INFORMATION

Initials: _____

Primary Bank Name _____ **(Attach Check)**

Street Address (No P. O. Box): _____

City / State / Zip _____

Business Phone #: _____ ext: _____

FAX #: _____ Contact: _____

Type of Acct. _____ NSF times _____ Avg. Collected Bal. _____

I hereby authorize bank named above to release information for the purpose of obtaining and/or reviewing credit. See page 2 Authorization and agreement/Guarantor Signatures.

Ownership 2: _____

Birth Date: ____/____/____ SSN: _____

Home Address (No P.O. Box): _____

City / State / ZIP: _____

Home Phone: _____ Mobile Phone: _____

Home E-Mail:

Time as Owner: _____ Pct of Ownership: _____ %

Personal Assets	Personal Debts	Personal Net Worth
\$ _____	\$ _____	\$ _____

Date Received _____ Sales _____

Person Name: _____

month, and only if all previous months invoices are paid in full. No discounts will be allowed if paid with a credit card. Payments not received within 30 days from invoice date are assessed a monthly service fee equal to 1 1/2% of the balance due. Any accounts going beyond stated terms may be placed on COD. 25% restocking charge on products approved for refund. Right to stop production of products upon breach.

09.2014

See "Terms and Conditions" No modifications to the stated credit terms, unless stated otherwise and agreed in writing and signed by Habegger Corporation Senior Management. Habegger Corporation expressly disclaims any/all terms of any purchase order/other terms issued that are inconsistent with the payment terms herein. Habegger Corporation further expressly disclaims and rejects any/all attempts to condition payment upon any other event or third party including, without limitation, any pay when paid clauses, pay if paid clauses, or similar clauses. The terms of this agreement supersede any/all prior agreements between the parties.

NOTICE: The Ohio laws against discrimination require that all creditors make credit equally available to all credit worthy customers, and that credit reporting agencies maintain separate histories on each individual upon request. The Ohio Civil Rights Commission administers compliance with this law.

AUTHORIZATION AND AGREEMENT, In all cases other than sole proprietorships, the undersigned warrants that he or she is authorized to execute this Application on behalf of the Applicant named on the front hereof, and that all of the information contained in this Application for Credit is true and correct. The undersigned authorizes Habegger Corporation. and its employees and agents to obtain whatever credit information is deemed necessary to extend credit hereunder and authorizes any credit reference listed, any credit bureau and/or any financial institution to release whatever information about the Applicant that Habegger Corporation deems necessary or appropriate. The Applicant, by and through the undersigned authorized officer of the Applicant on behalf of the Applicant, hereby expressly agrees to pay Habegger Corporation for all goods supplied and/or services rendered to the Applicant and, in the event of nonpayment, to pay all costs of collection, including attorneys' fees (through appeal), court costs, and any and all other costs incidental to such collection. By signing this Application the undersigned guarantees all payments to Habegger Corporation by the Applicant. In the event of nonpayment, the undersigned and the Applicant hereby expressly covenant and agree to pay Habegger Corporation attorneys' fees incurred in collecting the sums due hereunder, together with all court costs and other costs and fees incurred by Habegger Corporation for litigation. Payments are due until they are actually received by Habegger Corporation. In the event of a cancelled or returned check, the undersigned Applicant agrees, in addition to remaining liable for the fact amount of said check, to pay Habegger Corporation a \$50 administrative processing fees, as well as all charges incurred by Habegger Corporation from any bank or financial institution. Likewise, any dispute regarding the terms of payment and/ or any goods and/or services supplied by Habegger Corporation to the Applicant shall be litigated in the courts in Hamilton County, State of Ohio, and Applicant hereby expressly agrees to submit itself to the jurisdiction of said courts. Upon approval of this Application, the undersigned understands that all purchases are due and payable within 30 days from the date of invoice. Accounts past due will be charged a one and one-half percent (1 1/2%) service charge per month, each month until the unpaid balance is paid in full without having to proceed first against the Applicant or to liquidate any security from said Applicant, and that Habegger Corporation may do so.

Signature of Authorized Business Signer (Must be an individual authorized to obligate the Business).

Signature: _____ Print: _____ Title: _____ Date: ____/____/____

Signature: _____ Print: _____ Title: _____ Date: ____/____/____

Signature: _____ Print: _____ Title: _____ Date: ____/____/____

Signature: _____ Print: _____ Title: _____ Date: ____/____/____

GUARANTOR SIGNATURES, This is an absolute, unconditional and continuing Guarantee and will remain in force and effect until the balance owing is paid in full. This Guarantee will cover and extend to all amounts due and owing from time to time from Applicant, and any number of extensions of time for the payment thereof or any amendment to the payment terms of any other type. The undersigned authorizes Habegger Corporation. dba Habegger Corporation ("Habegger Corporation") and its employees and agents to obtain whatever credit information is deemed necessary to extend credit hereunder and authorizes any credit reference listed, any credit bureau and/or any financial institution to release whatever information about the Applicant that Habegger Corporation deems necessary or appropriate. Notice of acceptance of this Guarantee, notice of default, diligence, presentment, protest, demand for payment, notice of demand or protest, and any defense based upon any the notice are hereby expressly waived by Guarantor. Habegger Corporation may, at any time, without notice to Guarantor, change the manner, place or terms of payment of Applicant's obligations, without impairing or releasing the liabilities of the Guarantor hereunder. Furthermore, in the event of nonpayment, the undersigned Guarantor hereby expressly covenants and agrees to pay Habegger Corporation attorneys' fees incurred in collecting the sums due hereunder, together with all court costs and other costs and fees incurred by Habegger Corporation for litigation. This Guarantee will be governed by and construed in accordance with the laws of the State of Ohio and will be binding upon the Guarantor and its successors and assigns. The Guarantor agrees that all legal actions and proceedings between Holder and the Guarantor may be brought in any court of competent jurisdiction in the State of Ohio, and Guarantor and waives objections to summons, service of process, jurisdiction of the person or venue of such courts.

Consent to obtain consumer credit report. The undersigned personal guarantor, recognizing that his or her individual credit history may be a necessary factor in the evaluation of this personal guarantee, hereby consents to and authorizes the use of a consumer credit report on the undersigned, by the above named business credit grantor, from time to time as may be needed, in the credit evaluation process.

Signature of Guarantor: _____ Print: _____ Date: ____/____/____

Signature of Guarantor: _____ Print: _____ Date: ____/____/____

Signature of Guarantor: _____ Print: _____ Date: ____/____/____

Signature of Guarantor: _____ Print: _____ Date: ____/____/____

The Federal Equal Credit Opportunity Act (ECOA) prohibits creditors from discriminating against credit applicants 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 has, in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with law concerning this creditor is the Federal Trade Commission, Division of Credit Practices, 600 Pennsylvania Avenue, NW, Washington, DC. 20580.

BUSINESS PROFILE

1. TRADE REFERENCES - APPLICATION WILL NOT BE PROCESSED WITHOUT FAX NUMBERS

Name	<u>*Fax No. (Required)*</u>	Phone No.	Account Number
A. _____			
B. _____			
C. _____			
D. _____			

2. LITIGATION & INSURANCE:

Are there any judgments, liens, unsettled lawsuits or major disputes involving the business? Yes No
(If Yes, please attach explanation)

Has the business ever been in bankruptcy? Yes No
(If Yes, please attach explanation)

Does the company have a liability insurance policy? Yes No If Yes, What Amount? \$ _____

Are assets of the business covered by insurance? Yes No
If Yes: Insurance Company: _____

Agent Name _____
Agent Phone Number _____

3. MANAGEMENT / OWNERSHIP:

Name	Title	Percent of Ownership	Years With Company
_____	President	_____ %	_____
_____	Vice President	_____ %	_____
_____	_____	_____ %	_____
_____	_____	_____ %	_____
_____	_____	_____ %	_____
_____	_____	_____ %	_____

4. Accounts Payable Person: Name: _____ Direct Phone _____

Email: _____ Other Info: _____

5. People authorized to charge on account:

1. _____
2. _____
3. _____

4. _____

5. _____

Do you use affidavits or line of credit? () Affidavits () Line of Credit

If using affidavits – Name of affidavit service you use: _____

Terms & Conditions

1. Bids are estimates only. Quantities and prices are not guaranteed. Prices good for 30-days from original estimate date.
2. Special ordered items cannot be returned under any conditions. In the case of manufacturing defects, credit is subject to inspection by manufacturer or his agent, and will be handled accordingly.
3. Delivery tickets sent with goods shall be proof of delivery in good order. We are not responsible for damage, theft, delays or non-fulfillment of contract caused by boycotts, strikes, lock-outs or any causes beyond our control.
4. Claims-shortages-errors and damaged materials must be noted on both copies of delivery receipt. We cannot assume responsibility of claims or shortages after delivery receipt is signed by your employee as being received in good condition. Claims must be filed within 24 hours of delivery or the next business day.
5. Not responsible for damage to property where delivery is made inside of curb.
6. Final architectural drawings, when furnished, must conform to plans and specifications originally figured upon.
7. In absence of architectural drawings, stock designs will be used.
8. Back charges for field correction or repair labor on product provided by Habegger Corporation must be agreed upon in writing between both parties prior to commencing work.
9. The purchaser must inspect all products before use or finishing, and if not satisfactory, must be returned in same condition as sent.
10. The purchaser must give notice in writing of any changes made in any installed item before work is actually begun upon it. After work is started, the cost of any changes made therein, shall be borne by the purchaser
11. We will not be held responsible for moisture content of product when placed in a damp building.
12. We will not be responsible for product furnished in accordance with designs, plans, or specifications prepared by others.
13. We will not be liable for liquidated, special, or consequential damages.
14. **FOR DELIVERY**, the buyer shall have an agent on the job site, to receive all materials. In case of agent's absence, seller at its option can deliver the material and the driver's signature shall be conclusive evidence of delivery of articles.
15. **General:**
 - A. In the event of a conflict between terms and conditions of the forging estimate and the terms and conditions stated in the plans and specifications submitted either with it or hereafter prepared by the parties, the foregoing estimate shall govern.
 - B. In the event of a conflict between the terms and conditions and these general conditions, these general conditions applying to proposal shall govern.
 - C. In the event of a conflict between these general conditions and the terms and provisions of Purchaser's purchase order approving the foregoing proposal, these general conditions shall govern. Purchaser's purchase order or any other expression of acceptance shall be deemed to be a written confirmation of the foregoing estimate and these general conditions. Further acceptance of the foregoing estimate is expressly limited to its terms and these general conditions. Conduct or performance by Regency Marble recognizing the existence of a contract shall not constitute an acceptance of or assent to any additional or different terms proposed by Purchaser.
 - D. Habegger Corporation reserves a Security Interest in all materials, as governed by current statutes until invoiced payment price is paid in full.

E. The validity, construction, and effect of the foregoing estimate and of these general conditions shall be governed by the laws of the State of Ohio.

16. No modifications to the stated credit terms, unless stated otherwise and agreed in writing and signed by Habegger Corporation Senior Management. Habegger Corporation expressly disclaims any/all terms of any purchase order/other terms issued that are inconsistent with the payment terms herein. Habegger Corporation further expressly disclaims and rejects any/all attempts to condition payment upon any other event or third party including, without limitation, any pay when paid clauses, pay if paid clauses, or similar clauses. The terms of this agreement supersede any/all prior agreements between the parties. **I/We agree to the above stated Terms & Conditions:**
usiness Name: _____ Signature(s): _____