

Account Executive(s):



J.J. Haines & Company, LLC Business Credit Application

Confidential Information

(Please type or Print)

Bill To:

Company Name: _____
Trade Name/DBA: _____
Address: _____
City, State, Zip: _____
Phone: _____
Fax: _____
Email: _____

Ship To:

Company Name: _____
Trade Name/ DBA: _____
Address: _____
City, State, Zip: _____
Phone: _____
Fax: _____
Email: _____

Business started (year): _____ Corporation Partnership Proprietorship

State of Incorporation: _____ State ID#: _____

Customer to be charged sales tax: Yes No If no, submit signed resale certificate

Federal Tax Number: _____

Names of owners or officers and titles:

Name: _____
Title: _____
Home Address: _____
Social Security #: _____
Phone: _____
Owner/Officer Experience: _____
Initial Credit Line Requested: _____

Name: _____
Title: _____
Home Address: _____
Social Security #: _____
Phone: _____
Owner/Officer Experience: _____
Request COD:

Attached financial statement or latest federal tax return with schedule:

Yes No Explanation: _____

Account Name: _____

Supplier References: (lack of proper information may delay approval process.)

1. Name:	_____	2. Name:	_____
Address:	_____ _____	Address:	_____ _____
Phone#:	_____	Phone#:	_____
Account#:	_____	Account#:	_____
Contact:	_____	Contact:	_____
3. Name:	_____	4. Name:	_____
Address:	_____ _____	Address:	_____ _____
Phone#:	_____	Phone#:	_____
Account#:	_____	Account#:	_____
Contact:	_____	Contact:	_____

Banking Information: (lack of proper information may delay approval process.)

Name of Bank:	_____	Account Numbers:	
Address:	_____ _____	Checking:	_____
City, State, Zip:	_____	Savings:	_____
Phone:	_____	Loans:	_____
Contact:	_____	Landlord Name:	_____
		Address:	_____

TERMS AND CONDITIONS OF SALES/CREDIT AGREEMENT

(Please review carefully and sign)

Must be signed by owner or officer. (If a Partnership all partners must sign.)

1. In consideration of J.J. Haines & Company, LLC (“Haines”) extending credit, and/or supplying goods and/or services, Applicant agrees to pay Haines for all items delivered by Haines to, or at the request of Applicant by payment date set forth on the Haines’ invoice statement, price list or contract, as applicable (hereinafter collectively referred to as the “Haines Invoice”.) All accounts are due and payable at the remittance address shown on the Haines Invoice.
2. Applicant agrees that each of the terms and conditions of this Sales/Credit Agreement and each of the terms and conditions stated on the Haines Invoice shall be a term of each sale from Haines to Applicant.

Account Name: _____

3. As further consideration for Haines extending credit and/or supplying goods and services. Applicant warrants that all information given in this application and the accompanying financial statement is true and correct.
4. Applicant agrees to make payment in accordance with terms and conditions as stated in this agreement and the Haines Invoice and further agrees to pay a monthly service charge of 2% per month (24% per annum) or maximum allowed by state law, which will be added on all balances not paid in full on the 31st day or the last day of the month after the original date as set forth on the Haines Invoice. Said service charges shall be cumulative and shall continue to accrue for as long as Applicant maintains an unpaid balance with Haines. Waiver by Haines of any one or more service charge(s) shall not be deemed a waiver of future service charges. Product discounts are allowed only if Applicant makes full payment for such items by the due date set forth on the Haines Invoice. If Applicant fails to comply with this agreement or the Applicant's status becomes unsatisfactory in Haines' sole and absolute discretion, Haines reserves the right to terminate or restrict any and all orders upon immediate notice to the Applicant.
5. Applicant shall be in default under this Agreement if it fails to pay any Haines invoice(s) pursuant to its terms or if it otherwise violates the terms and conditions set forth herein. In the event of such default, Applicant expressly agrees to pay all costs of collection of the balance due upon said invoice, statement, or account, including court costs and attorneys fees of 33 1/3% of the balance due or such greater amount as the court deems reasonable. Attorneys fees shall begin to accrue from the date of referral by Haines to counsel, whether or not any action or suit is brought.
6. Applicant agrees that the jurisdiction for all actions or suits for breach of these terms and conditions or for Applicant's breach or failure to make timely payment may be instituted or maintained in the state or federal courts of any state in which Haines has offices or transacts business, at Haines' sole and absolute discretion. Applicant further agrees to venue within such state as determined by counsel for Haines. Applicant further waives the benefits, if any, of any statutes or rules of court permitting a change of venue, removal, dismissal or consolidation which would have the effect of adjudicating any dispute under this Agreement, or pursuant to any action or suit to recover the balance of Applicant's account, in any court other than that selected by Haines and its counsel. **Additionally, in connection with any action or suit brought for breach of these terms and conditions or for applicant's breach or failure to make timely payment, the applicant hereby expressly waives its right to trial by jury.**
7. These Terms and Conditions of Sales/Credit Agreement and the terms and conditions set forth on the Haines Invoices submitted to Applicant by Haines, represent the entire agreement of the parties who expressly agree to be bound by said terms and conditions. No modification, addition to, or waiver, of any of the terms and conditions set forth herein, or those set forth in Haines' Invoices including any modification by any purchase order or similar document shall be effective unless expressly agreed to in writing by Haines.
8. Applicant disputes or claims must be sent to **J.J. Haines & Company, LLC 6950 Aviation Boulevard, Glen Burnie, MD 21061, Attn: CFO, or by fax at (410) 768-7737** within sixty (60) days after the date Applicant receives Haines Invoice or they will be deemed to be untimely, and the Applicant shall be deemed to have waived any right to dispute such charges. Implied acceptance of "full payment," "payment in full" or similar language, on accepted instruments is prohibited and shall be deemed to be of no force or effect. Requests to return items and/or cancellations must be made within sixty (60) days of receipt of the Haines Invoice and are subject to all restrictions and further terms and conditions set forth on the price lists, and applicable return and restocking charges stated therein. **SPECIAL ORDERS AND DISCONTINUED MERCHANDISE MAY NOT BE RETURNED.**

Account Name: _____

9. All items, goods and merchandise sold by Haines shall be warranted and guaranteed only to the extent and in the manner warranted and guaranteed to the Applicant by the original manufacturer of such items, goods and merchandise. ALL IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND USAGE OF TRADE, AND THE IMPLIED WARRANTY OF FITNESS FOR PARTICULAR PURPOSE ARE HEREBY EXCLUDED AND DISCLAIMED. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION OF THE FACE HEREOF.
10. Haines shall not be liable for delay or non-delivery occasioned by any reason or cause which is beyond Haines reasonable control. Haines liability, in any event, shall be limited to direct compensatory damages; all incidental, consequential and speculative damages, including loss of profits or market share, shall be excluded.
11. Applicant gives permission to Haines to contact references listed herein or any other source of credit information for the purpose of obtaining information relative to a credit decision. Applicant gives permission for suppliers, references, banks and lending institutions to release information to Haines pertinent to the extension of credit. Credit policies are subject to change upon written notice by Haines and Applicant agrees to abide by the established policies. Applicant authorizes Haines to share credit reference experience with legitimate inquiry creditors. This application remains in effect so long as a customer seeks credit or is indebted to Haines.
12. Any waiver of one or more of the above terms and conditions by Haines shall not be deemed to be a waiver of any such term or condition in the future.

I certify that I have read the Terms and Conditions of the application and am in agreement.

Name (print): _____ **Date:** _____

Signature: _____

Name (print): _____ **Date:** _____

Signature: _____

Notice: The Federal Equal Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided 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 the law concerning this credit is the Federal Trade Commission, Division of Credit Practices, 6th and Pennsylvania Avenue, NW, Washington, D.C. 20580.

