



WESTLAKE COMMERCIAL

A DIVISION OF *Westlake* **ACE**® *Hardware*
COMMERCIAL ACCOUNT APPLICATION

WE MAKE IT OUR BUSINESS
TO KNOW YOUR BUSINESS



COMMERCIAL ACCOUNT AGREEMENT TERMS

I. ACCOUNT: While Westlake Hardware, Inc. (referred to as Seller, we or us), has offered to sell products and related services, described in the sales invoice for the cash prices when thereon, you (referred to as Buyer, Applicant, or you) have chosen to apply for this Commercial Account (the Account) for your business use to purchase merchandise on open account according to the Commercial Account Agreement Terms (referred to as the Agreement). Therefore, in consideration of the granting of account privileges by us, you promise to pay for any purchases of our products or services made on this Account. You hereby agree that this Account shall be used only for the purchase of the Seller's products and/or services for your business use.

II. CREDIT LIMIT: You agree that we may establish a Credit Limit for your convenience, and that your charge purchases at any time will not exceed your Credit Limit. You will be advised of your Credit Limit when your account is approved. You also agree that we may change your Credit Limit from time to time, based on our evaluation of changes in your credit capacity and your performance under this Account. You are responsible for all charges made on your Account regardless of your Credit Limit.

III. PAYMENT

A. BILLING TERMS: You agree that if an account is opened pursuant to this Agreement, the Account and all credit extended hereunder shall be governed by this Agreement. By accepting the terms herein, you agree to accept our descriptive billing system accounting for all purchases on said Account. The Seller's invoice number will be the reference number used for billing purposes to identify purchases and transactions of merchandise/services. Once each month, we will send a statement showing all transactions that occurred on the account during the billing period.

B. PAYMENT TERMS: Upon establishment of an Account, you agree to pay, in accordance with the statement, the then current payment schedule amounts for the use of this Account, and all applicable charges which may be in effect. Until we shall give written notice to you of a change therein, our terms are Net 25 days from the date of the statement. The statement balance is to be paid in full twenty-five days from the date of statement. We do not agree to defer payment or collection beyond this date and we may take action to enforce our rights, regardless of any Late Charge or partial payments that may be made.

C. LATE CHARGE: Whenever the entire monthly payment, as described above, is not paid when due, you will be assessed a Late Charge on the unpaid portion of the monthly amount due, at a monthly rate of 1.5% (18% per annum), or the maximum rate permitted by applicable law, whichever is less, beginning as of the statement due date and continuing until payment in full is received by us.

D. APPLICATION OF PAYMENT: Unless otherwise directed, payments will be applied against matching open items on the billing statement, or if not possible, against open items in order of age, with any remaining payment held as a general credit against unpaid invoices.

IV. SECURITY: You are giving us, and we are retaining, a purchase money security interest in the merchandise purchased under this Agreement until the debt for that merchandise is paid in full. This permits us, under certain circumstances as provided by law, to take back or repossess the merchandise if you do not pay for it under the terms of this Agreement.

V. DEFAULT: If you do not pay the balance when due, or breach any other terms of this Agreement, then we may demand the entire unpaid balance to be paid immediately and, as provided by law, commence any legal action for collection of the balance due. We may also pursue any other legal action deemed necessary or appropriate with respect

to the Account. In the event of your default, you agree that we may charge you and collect our costs of collection, including but not limited to reasonable attorneys' fees and court costs. We also reserve all rights and remedies pertaining to repossession and resale of any repossessed merchandise as provided by law.

VI. CHANGES IN TERMS: You agree that we may change the existing rates, charges and other terms of this Agreement, as well as introduce new terms that may be authorized by law. Any such amendments will apply to the then existing balance of your Account.

VII. CREDIT CAPACITY: You give us the right to investigate your business and/or personal credit capacity and credit history. We are authorized to furnish information about the Account and you to credit reporting agencies and others who may lawfully receive this information. You may be required to submit a separate Personal Guaranty for the Account to be approved.

VIII. CANCELLATION: We and you have the right to cancel this Agreement/Account at any time and for any reason as it relates to future purchases. Of course, you remain obligated to pay for any balance existing prior to cancellation.

IX. ASSIGNMENT: We reserve the right to sell, assign or transfer all or any portion of the Account or any balances due under the Account without prior notice to you. You are prohibited from selling, assigning or transferring your Account or obligation under this Agreement.

X. CONDITIONS OF SALE: You agree that any purchase under this Agreement will be subject to the terms and conditions found in our invoice or order forms, and that the terms set out in any different form shall not apply, even though the form may be submitted to or accepted by us as evidence of the order.

XI. LIMITATION OF LIABILITY: Seller is not responsible for incidental or consequential damages or other damages caused by circumstances beyond Sellers control, including but not limited to shortage of merchandise and raw materials, labor disputes, fire, or acts of God.

XII. AUTHORIZED BUYER(S) OF THE ACCOUNT: In establishing this Account, you may choose to have one or more charge cards issued on the Account for your use, or you may choose to provide Seller a list of persons who are authorized to make purchases for you on the Account (referred to as Authorized Buyer(s)). We establish our right to rely upon the presenter of the Account charge card or an Authorized Buyer designated by you as being an authorized representative of your business. It is the responsibility of you, the Buyer, solely to monitor the possession and use of the commercial account charge cards issued by Seller in your name or your list of Authorized Buyer(s) provided to Seller. You are responsible for any and all use of the Account, including fraudulent use of the Account, and shall report lost or stolen cards or changes to your list of Authorized Buyer(s). Contact us immediately in writing via E-mail: ar1905@westlakehardware.com or Fax: (913) 888-8665

XIII. PRIVACY POLICY: We value the privacy of our customers. Your personal information will only be used by us for purposes related to our relationship with you and will only be shared with others to further that purpose.

XIV. SEVERABILITY: If any provision of this Agreement is determined to be void or unenforceable under applicable law, all other provisions of this Agreement shall remain valid and enforceable.

XV. ENTIRE AGREEMENT: This is our entire Agreement. No changes can be made except in writing signed by an authorized representative of Westlake Hardware, Inc.

NOTICE TO BUYER: THIS AGREEMENT SHALL NOT BE BINDING OR ENFORCEABLE UPON WESTLAKE HARDWARE, INC., UNTIL AFTER YOUR APPLICATION IS APPROVED. YOUR APPLICATION WILL BE DEEMED APPROVED ONLY UPON WESTLAKE'S NOTICE OF APPROVAL TO YOU. PLEASE RETAIN A COPY OF THIS AGREEMENT FOR YOUR RECORDS.

FOR OFFICE USE ONLY:	DATE	APPROVED BY	ACCOUNT #
----------------------	------	-------------	-----------

COMMERCIAL ACCOUNT APPLICATION

COMPANY INFORMATION

Company (legal name) _____

DBA Name (account will be set up in this name) _____

Company Website _____

Billing Address _____ Attn _____

City _____ State _____ Zip _____ Phone _____

A/P Contact Name _____ A/P Phone _____

A/P Email _____

Type (check one) ☐ Proprietorship ☐ Partnership ☐ Corporation ☐ Other (specify) _____

Date Established _____ Federal I.D. No. _____

Parent/Mgmt. Co (if applicable) _____ Phone _____

Type of Business _____
(ie, Property Management, School, Retail, Construction, etc.)

Ace Rewards Number _____

TYPE OF ACCOUNT (select one — both accounts can be used in store and online)

☐ Charge Card — OR — ☐ Authorized Buyers (card not required for purchase)

Number of Cards Needed _____ Purchase Order Required? ☐ Yes ☐ No

Credit Limit Requested \$ _____

AUTHORIZED BUYERS (please attach an additional list if necessary)

FIRST & LAST NAME	FIRST & LAST NAME	FIRST & LAST NAME

LOCAL TRADE REFERENCES (someone who will tell us how great you are)

BUSINESS NAME	CITY/STATE	PHONE	EMAIL ADDRESS

TAX EXEMPT ☐ No ☐ Yes If yes, include a copy of your sales tax exemption permit

The undersigned hereby verifies that he or she has received and read the Westlake Ace Hardware Commercial Account Application consisting of the Commercial Account Application and Commercial Account Agreement Terms (collectively the "Documents"), that the undersigned accepts the terms of the Documents and that the undersigned has the authority to bind the Buyer. The Buyer acknowledges that the Documents shall remain in full force and effect unless otherwise amended, rescinded or terminated by the Seller. The Buyer also gives the Seller the right to investigate all business references provided by Buyer as well as investigating Buyer's credit history. The agreement is deemed to have been made and entered into the State of Kansas and shall be construed in accordance with the laws of the State of Kansas. The undersigned Buyer hereby consents to personal jurisdiction in the State of Kansas and venue in Johnson County, Kansas. The information provided herein is true and correct and the Buyer understands that any false information may result in cancellation of any account that may be established.

AUTHORIZED SIGNATURE _____ TITLE _____

PRINT NAME _____ DATE _____

PERSONAL GUARANTY May be required for approval

Notice: Corporations less than 2 years old, proprietorships, and partnerships must complete this section.

Name of businesses whose debts are
being guaranteed (applicant) _____

PERSONAL CREDIT INFORMATION OF GUARANTOR:

First Name _____ Middle Initial _____ Last Name _____

Social Security # _____

Date of Birth _____ Phone _____

Home Address _____

City _____ State _____ ZIP Code _____

I. TERMS OF AGREEMENT: The undersigned "Guarantor" certifies that he/she has received and read the Commercial Account Application, and Commercial Account Agreement Terms stated herein (collectively the Documents). Guarantor accepts the terms of the Documents and this Guaranty and acknowledges that all are binding upon the undersigned as Guarantor. Guarantor acknowledges that such Documents and Guaranty will remain in full force and effect unless otherwise amended, rescinded, or terminated in writing, and warrants the information provided herein is true and correct. Guarantor also gives Seller the right to investigate the personal credit history of Guarantor and authorizes Seller to obtain a consumer report and/or other investigative reports about Guarantor in order to determine whether or not to extend credit to Applicant.

II. OBLIGATIONS: As an inducement to Westlake Hardware, Inc., 14000 Marshall Drive, Lenexa, Kansas 66215, to grant credit or assume a credit risk, in respect to transactions between Seller and Applicant, the Guarantor shall pay to the Seller promptly when due, or upon demand thereafter, the full amount of all obligations of indebtedness, including assigned and/or transferred indebtedness owed to Seller by Applicant, together with all expenses of collection including reasonable attorney fees and court costs incurred by Seller or Seller's agent caused by Applicant's default.

III. TERM OF GUARANTY: This is a continuing Guaranty, and shall be revocable only as to transactions entered into by the Seller fourteen (14) or more days subsequent to the receipt by the Seller or notice of termination sent by the Guarantor by registered or certified mail to Westlake Hardware, Inc., Accounts Receivable Department, 14000 Marshall Drive, Lenexa, KS 66215.

IV. CONSENT AND WAIVER: The Guarantor waives notice of acceptance hereof, and notice of orders, sales and deliveries to the Applicant, and of the amounts and terms hereof, and of all defaults or disputes with the Applicant, and of the settlement or adjustment of such defaults and disputes. The Guarantor, without affecting his/her liability hereunder in any respect, consents to and waives notice of all changes of terms, the withdrawal or extension of credit or payment terms, the release of the whole or any part of the indebtedness, the settlement or compromise of differences, the acceptance or release of security,

the acceptance of notes, trade acceptances, or any other form of obligation for Applicant's indebtedness, and the demand, protest and notice of protest of such instruments or their endorsements. Guarantor also consents to and waives notice of any arrangements of settlements made in or out of court in the event of receivership, liquidation, readjustment, bankruptcy, reorganization, arrangement, or assignment for the benefit of creditors of Applicant, and anything whatsoever whether or not herein specified, which may be done or waived by or between Seller and Applicant, or Applicant and any other person whose claims against Applicant have been or shall be assigned or transferred to Seller.

V. CHARACTER OF OBLIGATION: The obligation of Guarantor is a primary and unconditional obligation, and covers all existing and future indebtedness of Applicant to Seller. This obligation shall be enforceable before or after proceeding against Applicant or against any security held by the Seller and shall be effective regardless of the solvency or insolvency of the Applicant at any time, the extension or modification of the indebtedness of the Applicant by operation of law, or the subsequent incorporation, reorganization, merger or consolidation of the Applicant, or any other change in the composition, nature, personnel or location of the Applicant.

VI. LIABILITY: All liabilities of the Applicant and Guarantor shall mature immediately upon the insolvency of Applicant, and the inability of Applicant to meet its obligations as they become due, the appointment of a receiver, custodian or trustee for Applicant or any of its property, the filing of a voluntary petition for relief in bankruptcy, reorganization, or arrangement, the making of an assignment for the benefit of creditors, or the calling or a meeting of creditors by the Applicant, or if any of the foregoing events shall occur with respect to the Guarantor.

VII. GOVERNING LAW: This Guaranty shall be governed by the laws of the State of Kansas. The Guarantor hereby consents to personal jurisdiction in the State of Kansas and venue in Johnson County, Kansas.

VIII. BENEFIT: This Guaranty shall be binding upon the Guarantor, his/her legal representatives, and assigns, and shall enure to the Seller's benefit and to the benefit of the Seller's successors and assigns.

DATE _____ SIGNATURE _____

PRINT NAME _____

SUBMIT YOUR COMPLETED APPLICATION:

MAIL: Westlake Hardware, Inc., 14000 Marshall Drive, Lenexa, KS 66215

FAX: (913) 888.8665 **EMAIL:** newaccounts@westlakehardware.com

Questions? Call our customer service department (800) 892.7017 between 8AM and 5PM (CST), Monday through Friday.

For product information contact your local rep. *Don't have a rep? Find one at WestlakeCommercial.com.*