

SALES AGREEMENT & APPLICATION FOR CREDIT



100 Commerce Drive • Aston, PA 19014
Phone: 800-365-4224 • Fax: 610-497-6470
www.hachik.com

Customer #: _____

Branch: _____

Date: _____

Terms: _____

BUSINESS INFORMATION

Legal Name of Business: _____ Doing Business As: _____

Parent Company: _____ Date Business Established: _____

Billing Address: _____

City: _____ State: _____ Zip Code: _____

Shipping Address: _____

City: _____ State: _____ Zip Code: _____

Phone: _____ Cell Phone: _____ Fax: _____

Website Address: _____ Email Address: _____

Type of Business: (check all that apply) Pool Builder Retail Store Service Company Commercial

Annual Sales: _____

Anticipated Purchases: _____

OWNERSHIP INFORMATION

Type of Ownership: Sole Proprietor Limited Partnership General Partnership

Corporation: Date: _____ State of Incorporation: _____

Federal ID #: _____ Contractors License #: _____

Partners and Officers:

Name: _____ Title: _____

Home Address: _____ Home Phone: _____

City: _____ State: _____ Zip Code: _____

Name: _____ Title: _____

Home Address: _____ Home Phone: _____

City: _____ State: _____ Zip Code: _____

Name: _____ Title: _____

Home Address: _____ Home Phone: _____

City: _____ State: _____ Zip Code: _____

Legal Name of Business: _____ Federal ID #: _____

BANK REFERENCE

Contact: _____ Phone: _____

Bank Name: _____ Fax: _____

Address: _____ Checking Acct #: _____

City: _____ State: _____ Zip Code: _____ Savings Acct #: _____

BUSINESS REFERENCE

Company: _____ Phone: _____

Address: _____ Fax: _____

City: _____ State: _____ Zip Code: _____ Length of Relationship: _____

High Credit Limit: _____

Company: _____ Phone: _____

Address: _____ Fax: _____

City: _____ State: _____ Zip Code: _____ Length of Relationship: _____

High Credit Limit: _____

Company: _____ Phone: _____

Address: _____ Fax: _____

City: _____ State: _____ Zip Code: _____ Length of Relationship: _____

High Credit Limit: _____

CREDIT AGREEMENT

Credit Agreement: _____ Credit Limit Desired: _____

The undersigned verifies that the above information is true and correct.

The undersigned authorizes the above identified bank and business references to verify account information and provide average balances with respect to the account maintained by the applicant.

In the event that Applicant's account is referred to an attorney, or agency, for collection, Applicant agrees that Hachik Distributors shall be entitled to collect, in addition to principal and accrued finance/interest charges, costs of collection, including but not limited to, all reasonable attorney, or agency, fees associated with collection of monies claimed due.

The undersigned hereby agrees and consents that this Credit Application and any extension of credit hereunder shall be governed by the Laws of the Commonwealth of Pennsylvania without giving affect to the principles of conflict of laws thereof. The undersigned hereby consent to the exercise of jurisdiction by the Courts of the Commonwealth of Pennsylvania and further agrees that venue shall lie exclusively in the Court of Common Pleas of Delaware County in the event that any suit is instituted by Hachik Distributors in connection with any extension of credit hereunder.

Signature: _____ Title: _____

Print Name: _____ Date: _____

Legal Name of Business: _____

Federal ID #: _____

TAX STATUS

Taxable (current tax rate should be charged on all purchases)

Tax Exempt (signed tax exemption certificate must be enclosed)

Note: You will be responsible for sales tax until we receive the tax exemption certificate

TERMS & CONDITIONS OF SALE

Ordering:

To insure prompt and accurate shipments please use our catalog item numbers and descriptions whenever possible. When ordering items without the catalog item number, please provide us with sufficient information to allow us to properly identify the products you need and fill your order correctly.

Terms:

All new accounts are C.O.D. until credit is established. Established accounts will be offered payment terms of net 30 days. Additional terms of sale, including terms of payment and allowable discounts for each purchase, will be specified on the face of each invoice. A service charge of 1 ½ % per month (18 % per year), or the maximum allowed by law, will be applied to all past due invoices. Applicant agrees to pay reasonable non-sufficient check charges, including but limited to bank charges, as allowed by law.

Pricing:

All shipments will be billed at prices in effect at the time of sale. Prices and products are subject to change without notice.

Minimum Orders:

The minimum order is \$50 net. Orders for less the \$50 will be shipped freight collect along with a \$5 service charge.

Returns:

To return stock merchandise call our customer service department to provide the order number, order date and your account number. A return authorization will be given to our driver to permit pick up of unwanted merchandise. Merchandise must be in its original container and in salable condition. Returned items will be subject to a 15% restocking charge if not returned within seven days. Special order merchandise is not subject to return.

Taxes:

Any Federal or State Excise Tax or Sales Tax for which we are liable on any sale will be charged to and paid for by the buyer. Buyer is responsible for furnishing resale certificate.

Claims:

All shortages must be reported to us within 5 days of the receipt of the goods. Claims for damaged merchandise must be filed with delivering carrier and noted on the freight bill before you accept the merchandise.

Warranty:

All warranties are the sole responsibility of the manufacturer. Hachik Distributors does not express or imply any warranty of any kind. We expressly disclaim liability for any injury, loss, or damage arising from the use or inability to use any item sold by us.

Hazardous Material:

There is an additional charge per package for shipping hazardous material via UPS.

Right of Ownership:

Ownership of, and title to product, whether or not in the buyer's possession, remain in the name of the seller until fully paid for.

Signature: _____

Title: _____

Print Name: _____

Date: _____

INVOICING

Billing Contact: _____ Phone: _____

Invoice Delivery Address: _____ Fax: _____

City: _____ State: _____ Zip Code: _____ Email: _____

OTHER INFORMATION

Have you ever filed for bankruptcy? _____ If yes, when? _____ Please explain: _____

Are there any pending lawsuits or tax claims? _____ If yes, please explain: _____

GUARANTY OF PAYMENT

Guaranty of Payment

In consideration of the credit, which has been, or which may in the future extended to _____ (hereafter referred to as "Applicant"), the undersigned individuals hereby guarantee the prompt and full payment of all amounts now or hereafter owing by Applicant to Hachik Distributors arising from Hachik's sale of goods, wares and merchandise to the Applicant. The undersigned further agree that the foregoing guarantee is continuing, absolute and unconditional and may be enforced against any or all of the undersigned without first proceeding against the Applicant. The undersigned further waives any right to be released by reason of extension of time or change in terms of payment granted to Applicant except the defense of payment in full by Applicant. If a spouse is a co-guarantor, he or she executes the guaranty on the basis of their personal interest in the welfare and growth of the Buyer Company.

In the event that Applicant's account and/or his Guaranty is referred to an attorney, or agency, for collection, the undersigned agrees that Hachik Distributors shall be entitled to collect, in addition to principal and accrued finance/interest charges, all costs of collection, including but not limited to all reasonable attorney, or agency, fees associated with collection of monies claimed due.

The undersigned hereby agrees and consents that this Credit Application and any extension of credit thereunder and this Guaranty shall be governed by the Laws of the Commonwealth of Pennsylvania without giving affect to the principles of conflict of laws thereof. The undersigned hereby consents to the exercise of jurisdiction by the Courts of the Commonwealth of Pennsylvania and further agrees that venue shall lie exclusively in the Court of Common Pleas of Delaware County in the event that any suit is instituted by Hachik Distributors in connection with any extension of credit thereunder or this Guaranty.

The undersigned further agrees on behalf of the applicant to pay all amounts due hereunder in accordance with the billing rates of Hachik Distributors.

Signature: _____ Date: _____

Print Name: _____ SSN#: _____ DOB: _____

Home Address: _____ Home Phone#: _____

Signature (Spouse): _____ Date: _____

Print Name: _____ SSN#: _____ DOB: _____

Home Address: _____ Home Phone#: _____

Signature: _____ Date: _____

Print Name: _____ SSN#: _____ DOB: _____

Home Address: _____ Home Phone#: _____

Signature authorizes Hachik to review personal information