

**Instructions:**

1. Complete all sections (missing information will delay processing)
2. Sign appropriate sections of this form
3. Provide financial statements
4. Fax 1-888-671-4606 or Email to credit.manager@distributionintl.com

Date: \_\_\_\_\_  
Credit Line Requested: \_\_\_\_\_

**A. Applicant Information**

Business Legal Name: \_\_\_\_\_ Date Established: \_\_\_\_\_  
DBA (if applicable): \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
County: \_\_\_\_\_ Phone: \_\_\_\_\_ Fax: \_\_\_\_\_  
Tax Exempt: Yes \_\_\_\_\_ No \_\_\_\_\_  
FED ID #: \_\_\_\_\_  
If tax exempt, must provide copy of Tax Exempt Certificate for all Jurisdictions

**B. Business Structure**

Corporation \_\_\_\_\_ Partnership \_\_\_\_\_ Sole Proprietorship \_\_\_\_\_  
If Incorporated: Date \_\_\_\_\_ State \_\_\_\_\_  
If a Parent Company Exists: Division \_\_\_\_\_ Subsidiary \_\_\_\_\_  
Name of Parent Company: \_\_\_\_\_  
Address: \_\_\_\_\_  
Purchase Order Required: Yes \_\_\_\_\_ No \_\_\_\_\_  
Annual Sales: \$ \_\_\_\_\_  
Number of Locations: \_\_\_\_\_  
Number of Employees: \_\_\_\_\_

**C. Owners / Officers**

Email of primary contact: \_\_\_\_\_  
Name: \_\_\_\_\_ Title: \_\_\_\_\_ SSN# \_\_\_\_\_ Ph Number: \_\_\_\_\_  
Name: \_\_\_\_\_ Title: \_\_\_\_\_ SSN# \_\_\_\_\_ Ph Number: \_\_\_\_\_  
Name: \_\_\_\_\_ Title: \_\_\_\_\_ SSN# \_\_\_\_\_ Ph Number: \_\_\_\_\_

**D. Bank Information**

By signing this agreement, we authorize our bank to release information to this prospective supplier for the purpose of obtaining credit.  
Bank Name: \_\_\_\_\_ Phone: \_\_\_\_\_ Fax: \_\_\_\_\_  
Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Bank Contact: \_\_\_\_\_ Main Account #: \_\_\_\_\_  
Accounts: Checking \_\_\_\_\_ Savings \_\_\_\_\_ Term Loan \_\_\_\_\_

**E. Financial Statements**

ATTACH A COPY OF THE COMPANY'S TWO MOST RECENT YEAR-END FINANCIAL STATEMENTS

**F. Trade References**

By signing this agreement, we authorize creditors to release information to this prospective supplier for the purpose of obtaining credit.  
1) Name: \_\_\_\_\_ Phone: \_\_\_\_\_ Fax: \_\_\_\_\_  
Address: \_\_\_\_\_ Contact: \_\_\_\_\_  
2) Name: \_\_\_\_\_ Phone: \_\_\_\_\_ Fax: \_\_\_\_\_  
Address: \_\_\_\_\_ Contact: \_\_\_\_\_  
3) Name: \_\_\_\_\_ Phone: \_\_\_\_\_ Fax: \_\_\_\_\_  
Address: \_\_\_\_\_ Contact: \_\_\_\_\_

**G. Additional Information**

Have any of the principals or business listed above filed for bankruptcy? Yes \_\_\_\_\_ No \_\_\_\_\_ If yes, when \_\_\_\_\_  
Have any of the principals or business had a judgment against them? Yes \_\_\_\_\_ No \_\_\_\_\_ If yes, when \_\_\_\_\_  
Who in your organization is responsible for purchasing inventory? Name: \_\_\_\_\_ Number: \_\_\_\_\_  
Is your business a member of a buying group? If so, group name: \_\_\_\_\_  
AP Contact: Name \_\_\_\_\_ Phone \_\_\_\_\_  
E-mail \_\_\_\_\_

**For Distribution International Use Only**

Submitted By: \_\_\_\_\_ Customer Number: \_\_\_\_\_  
Phone #: \_\_\_\_\_ Sales Rep: \_\_\_\_\_  
Branch: \_\_\_\_\_ Account Type: \_\_\_\_\_

Terms and Conditions

All credit provided by Specialty Distribution Group, LLC, a Virginia limited liability company d/b/a Distribution International (collectively, "Distribution International" or "DI") to the customer, identified in the Applicant information section A above ("Customer") is subject to these terms and conditions ("the Credit Agreement").

1. Terms. Distribution International's terms under this Credit Agreement are net 30 days from date of invoice. Customer shall pay for all charges related to those goods based on the agreed upon terms.

2. Late Payments: Consequences and Cost of Enforcement. The Customer is in material breach of the Credit Agreement if the Customer does any of following(I) fails to make a payment when due, (II) becomes insolvent, (III) undergoes a change in ownership, (IV) files a voluntary bankruptcy proceeding or has an involuntary bankruptcy petition filed against it without obtaining a discharge of that petition within 75 days, (V) has a receiver appointed over all or any of its assets, or (VI) takes any other action that DI determines in its sole discretion adversely impacts the conditions under which credit was extended. If Customer is in material breach of the Credit Agreement then the following occurs: (a) all amounts outstanding to all DI companies will become due immediately; (b) DI has the right to cancel any pending orders; and (c) Customer shall pay a finance charge on all amounts outstanding at a rate equal to amount currently charged by DI, not to exceed the lesser of 2% per month or the highest rate permitted by applicable law, all without prejudice to any other rights DI may have. Bank fees will be charged on any returned checks. Customer will pay all costs of collection of any amounts due to DI, including legal fees and court cost and other expenses incurred in the collection of the debt. In the event of a material default DI may in its sole discretion, apply any payments first to attorney's fees, costs or expenses, any accrued and unpaid interest, any remaining balance due and owing under the respective outstanding invoices.

3. Collateral Security. As collateral security for the payment of the purchase price of the goods, the Customer hereby grants to DI a lien on and security interest in and to all of the right, title, and interest of the Customer to the goods, wherever located, and whether now existing or hereafter arising or acquired from time to time, and in all accessions thereto and replacements or modifications thereof, as well as all proceeds of the foregoing. The security interest granted constitutes a purchase money security interest under the Uniform Commercial Code.

4. Governing Law and Litigation. The validity, construction and performance of this Credit Agreement and performance of each contract to which these Terms and Conditions apply is governed by Texas law (applied without regard to conflicts of law principles). The parties agree to the non-exclusive jurisdiction of the State and Federal courts in Harris County for Texas.

5. Indemnification. Customer shall indemnify, defend and hold DI harmless from all claims, damages and expenses (including attorneys' fees) arising out of Customer's (a) breach, (b) possession, use, handling, storage, sale, processing or any disposition of the goods, and (c) errors, omissions, negligence or other wrongful conduct of Customer and its customers, users, agents or subcontractors. In any matter to which this paragraph applies, DI shall have the right to select and retain counsel of its own choosing, all at Customer's expense and to participate in the defense.

6. Miscellaneous. Customer will pay all sales, use, excise and other taxes, due with respect to sales by DI. Customer may not assign any order or contract without DI's written consent. If any term or condition of this Credit Agreement is unenforceable, the remaining terms and conditions shall remain in full force and effect. This Credit Agreement is binding upon and shall inure to the benefit of the respective successors and permitted assigns of the parties, but Customer shall not assign or otherwise transfer this Credit Agreement without the express written consent of DI. Customer represents and warrants now, and with each order, (I) that it has the required funds immediately available for full payment of the ordered goods and (II) that the signing or ordering party has the full authority to act in that capacity. This Credit Agreement is not a requirement contract, nothing herein requires Customer to purchase from DI, nor DI to sell to Customer. All notices shall be delivered to the addresses provided by the respective parties on this Credit Agreement. Customer represents and warrants that it has had an opportunity to fully review the provisions of this Credit Agreement. Customer shall notify DI of any changes in ownership or corporate structure of Customer and shall be in a default under this Credit Agreement if Customer does not notify DI of such change of ownership or corporate structure within thirty (30) days of such change. To the extent DI and Customer currently have a written agreement as to the terms/conditions of sale, the terms/conditions of this Credit Agreement shall supersede and control to the extent the provisions of this Credit Agreement conflict with or were not included in any previous written agreement(s). Each individual signing this Credit Agreement on behalf of Customer represents and warrants that he/she has full authority to do so.

7. CUSTOMER UNDERSTANDS THAT ALL INFORMATION PROVIDED BY IT IN THIS CREDIT AGREEMENT IS OPEN TO INVESTIGATION BY DI. CUSTOMER ALSO AUTHORIZES THE BANK, CREDIT, AND TRADE REFERENCES IT HAS LISTED TO RELEASE INFORMATION TO DI FOR THE PURPOSE OF CUSTOMER OBTAINING CREDIT.

AUTHORIZED SIGNATURE:

AUTHORIZED SIGNATURE:

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

**CONTINUING PERSONAL GUARANTY**

In consideration for Distribution International to extend credit to Customer and of other good and valuable consideration, the undersigned does hereby guarantee, absolutely and unconditionally, payment of all obligations of Customer to Distribution International, at maturity, of whatever nature, whether now existing or hereinafter incurred (the "Guaranty"). You understand that by signing this Credit Agreement, you are providing 'written instruction' to Distribution International under the Fair Credit Reporting Act authorizing Distribution International to obtain information from your personal credit report or other information from Experian. You authorize DI to obtain such information solely for commercial lending purposes. The undersigned waives any right to require that Distribution International bring any action against Customer or any identified security before proceeding against the undersigned. This Guaranty shall not be limited to any specific time or period and this Guaranty shall remain in effect until all the terms, conditions, and obligations of the Customer regarding payment of outstanding balances have been fully satisfied. The undersigned agrees to pay all costs of collection and the reasonable attorneys' fees incurred by Distribution International to enforce this Guaranty. This document contains the entire Guaranty and shall be construed and interpreted in accordance with the laws of the State of Texas. Any change, modification or discharge in whole or in part this Guaranty must be in writing and signed by an authorized officer of Distribution International and the undersigned to be valid.

Guarantor

Guarantor

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed or Typed Name

\_\_\_\_\_  
Printed or Typed Name

Home Address: \_\_\_\_\_  
\_\_\_\_\_

Home Address: \_\_\_\_\_  
\_\_\_\_\_