

**A.S. & W. WHOLESALE, INC.**

535 N.W. Parkway, Riverside, MO 64150  
4215 Shoreline Drive, Earth City, MO 63045

Phone: 816-746-0020  
Fax: 816-746-4020  
Toll Free: 800-288-2525

**CREDIT APPLICATION**

Date \_\_\_\_\_ Salesman \_\_\_\_\_

BUSINESS NAME \_\_\_\_\_  
( ) Corporation ( ) Subsidiary ( ) Joint Venture ( ) Partnership ( ) Other

Address \_\_\_\_\_  
Street City State Zip

Phone \_\_\_\_\_ Fax \_\_\_\_\_ Cell \_\_\_\_\_

Type of Business \_\_\_\_\_ How Long in Business \_\_\_\_\_

Credit Limit Requested \_\_\_\_\_ D & B Rating \_\_\_\_\_

**COMPANY OWNER (S), OFFICERS, PARTNERS**

NAME \_\_\_\_\_ TITLE \_\_\_\_\_ SS# \_\_\_\_\_

NAME \_\_\_\_\_ TITLE \_\_\_\_\_ SS# \_\_\_\_\_

If Subsidiary, Name of Parent Corporation \_\_\_\_\_

Address \_\_\_\_\_ Phone \_\_\_\_\_

Contact Name for Additional Credit Information \_\_\_\_\_

**BANKING INFORMATION**

Name/Address \_\_\_\_\_ ( ) Checking  
Officer/Account Representative \_\_\_\_\_ ( ) Savings

Name/Address \_\_\_\_\_ ( ) Checking  
Officer/Account Representative \_\_\_\_\_ ( ) Savings

**TRADE REFERENCES**

Name \_\_\_\_\_ Account Number \_\_\_\_\_  
Address \_\_\_\_\_ Phone \_\_\_\_\_

Name \_\_\_\_\_ Account Number \_\_\_\_\_  
Address \_\_\_\_\_ Phone \_\_\_\_\_

Name \_\_\_\_\_ Account Number \_\_\_\_\_  
Address \_\_\_\_\_ Phone \_\_\_\_\_

Name \_\_\_\_\_ Account Number \_\_\_\_\_  
Address \_\_\_\_\_ Phone \_\_\_\_\_

Real Estate Address \_\_\_\_\_

Title in Name of \_\_\_\_\_ Value \$ \_\_\_\_\_

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**TERMS AND CONDITONS OF SALE**

**STATEMENT:** In consideration of credit being extended by A.S. & W. Wholesale, Inc. the undersigned understands:

- 1.) That the information contained herein is being relied upon by A.S. & W. Wholesale, Inc. (or parent) for the extension of credit.
- 2.) That the information stated on previous page by the undersigned is true and correct.
- 3.) That the undersigned agrees to make payments in full no later than 30 days from the invoice date.
- 4.) If paid later than 30 days from invoice date, a time price as defined below will be imposed.

**CHARGE SALES:** If seller elects to extend buyer credit, all invoices are due and payable 30 days from the invoice date. A late payment charge of 1.5% per month (18% annually) will be added to all past due amounts or balances over 30 days old. In the case the buyer becomes insolvent, bankrupt, or any proceeding materially effecting his/her business or property is instituted against buyer, or buyer fails to pay seller's invoice when due, seller shall at its option, be free to curtail or discontinue its sales or deliveries for so long as such conditions shall continue. In addition, buyer agrees that if legal action is brought to collect buyer's past due charges, that action may be brought by seller in the Circuit Court at Jackson County, Missouri and buyer consents to jurisdiction and venue therein.

**MECHANIC'S LEINS:** Buyer as an inducement to sell and deliver the items agreed upon, hereby expressly represents to seller that buyer has not done and will not do, either directly or indirectly, anything whatsoever which has, or will have the effect of releasing, waiving, or surrendering the Mechanic's Lien rights of seller to the property being improved. No waivers of Lien for material shall be required of seller until the same has been fully paid for. Upon demand by seller, buyer shall be obligated to immediately furnish seller with all legal descriptions and all other relevant information necessary for seller to perfect a Mechanic's Lien. Buyer agrees to pay for all court costs, recording fees, attorney's fees and other expenses incurred by seller in securing seller's Mechanic's Lien rights in the event of default by the buyer to pay according to the terms stated in paragraph 2 hereof.

**DELIVERY AND PURCHASES:** Buyer authorizes purchases and deliveries to be made without signature. Buyer shall have an agent on the job site to receipt for all materials. In case of agent's absence, seller may at its option, deliver the same and the drivers signature and statement in writing as to articles so delivered shall be conclusive evidence of said articles. All materials when delivered and receipted for shall become the sole responsibility of the buyer thereafter and risk of loss shall be transferred to the buyer. Seller shall not be liable and shall have no responsibility in connection with goods or materials placed in or upon buyer's vehicle even if seller loads or helps load materials in or upon buyer's vehicle.

**GUARANTY AGREEMENT**

In consideration on the extension of credit granted by A.S. & W. Wholesale, Inc. (or parent), the undersigned does hereby unconditional guaranty payment of whatever amount of credit applicant, names on the reverse side hereof, shall at anytime be owing to on account of goods and materials hereafter delivered, furnished, or supplies, whether said indebtedness is in the forms of notes, bills, or open account. This shall be an open and continuing guaranty and shall continue in force notwithstanding any change in the form of such indebtedness, or extensions granted by the companies, without obtaining any consent thereto, and until expressly evoked by written notice from me to you and any such revocation shall not in any manner affect my liability as to any indebtedness contracted for prior thereto. The undersigned guarantor further agrees to pay all expenses, including court costs, attorney's fees paid or incurred by the companies in collection of any or all amounts owed by the credit applicant in enforcing this guaranty agreement.

This guaranty shall be a continuing, absolute and unconditional guaranty and shall be enforceable by A.S. & W. Wholesale, Inc. All diligence in collection or protection and presentment, demand, protest and/or notice as to anyone & everyone, of dishonor and default and of nonpayment and of the creation and existence of any and all guaranteed debts and of any and all extension of credit and indulgences hereunder, are expressly waived. The liability of the undersigned guarantor (s) shall be joint and several. Payment from the guarantor of monies due and owing as a result of guaranty agreement shall be due upon demand to A.S. & W. Wholesale, Inc. (or parent)

Signature and Title: \_\_\_\_\_

Guarantor (Sign Individually): \_\_\_\_\_ Social Security Number: \_\_\_\_\_

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**AUTHORIZATION FOR RELEASE OF CREDIT INFORMATION**

To Whom It May Concern:

The undersigned has made application to A. S. & W. Wholesale, Inc. for a commercial credit line, and hereby authorize A.S. & W. Wholesale, Inc. to obtain from any credit reporting agency and credit report relating to the undersigned which A.S. & W. Wholesale, Inc. may deem necessary for evaluating the credit line requested.

The undersigned hereby authorizes any bank or other lender or grantor of credit, to provide A.S. & W. Wholesale, Inc. information regarding the character, reputation, financial responsibility and indebtedness of the undersigned as requested for the purpose of evaluating the credit request.

The undersigned hereby releases A.S. & W. Wholesale, Inc. and any lender or grantor of credit from any and all claims of causes of action that may arise of which he/she might have by reason of information furnished by a credit reporting agency or by a bank or other lender of credit.

Business Name \_\_\_\_\_

Signature and Title \_\_\_\_\_

Signature and Title \_\_\_\_\_

Date \_\_\_\_\_

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