

Dear APi Customer:

Welcome to APi Distribution! Thank you for selecting APi, Inc. to supply your insulation needs. Please, help us with data accuracy and complete these documents.

Customer Setup Checklist

- Completed Credit Application
- Signed Terms and Conditions
- Valid copy of Tax Resale Exemption Certificate(s) for each state (if non-taxable)

All forms must be signed by owner/officer and all forms must be complete before your account is activated.

Please review our credit terms: Discount 10th, Net 30th. Our cutoff date is the 25th of each month. Finance charges are 1.5% per month, which is 18% annually, and are assessed when beyond terms. Any invoices unpaid after 30 days may result in your account being placed on credit hold. In order to receive a discount, payment must be made by cash or check. No discount will be given if paying by credit card.

Once you have completed the credit application, please fax to my attention at **651-305-0325** or email to ben.lewis@apigroupinc.us

Or mail attention to:

**Ben Lewis
API Inc
1100 Old Highway 8 NW
New Brighton, MN 55112**

Please feel free to contact me if you have any questions while completing this credit agreement with APi Distribution. Again, thank you for choosing APi Distribution.

Sincerely

Ben Lewis
APi Distribution
Credit Manager
Direct Line: (651) 604-1009



Credit Application

Business Name: _____ **Credit Line Requested:** _____ **Date:** _____

Address Information: _____

(Street) (City) (State) (Zip Code)

Business Phone: _____ **Business Fax:** _____ **Federal Tax ID:** _____

Is this business tax exempt? Yes No **If yes, is Exemption Certificate attached?** Yes No
(If exempt, State Law requires that you furnish Exemption Certificate, signed by Company Officer)

Main Contact: _____ **Direct Line:** _____ **Email:** _____

(Name, Title)

A/P Contact: _____ **Direct Line:** _____ **Email:** _____

(Name, Title)

Shipping Address: _____

(Street) (Suite) (State) (Zip Code)

If DBA (list all): _____

Type of Business: Insulator Contractor Other: _____ **Years in Business:** _____

(Please Specify)

Business Type: Sole Proprietorship Partnership Corporation - Type: _____

Date Established: _____ **No. of Employees:** _____ **Annual Sales:** _____

Principal Name: _____ **Title:** _____ **Percent Ownership:** _____

Social Security: _____ **Direct Line:** _____ **Email:** _____

Credit/Trade Reference Information (Include last trade statements if you'd like us not to call)

Business Name: _____ **Years known:** _____

Address Information: _____

(Street) (Suite) (State) (Zip Code)

Business Contact: _____ **Title:** _____

Business Fax: _____ **Email:** _____

Business Name: _____ **Years known:** _____

Address Information: _____

(Street) (Suite) (State) (Zip Code)

Business Contact: _____ **Title:** _____

Business Fax: _____ **Email:** _____

Business Name:		Years known:	
Address Information:			
(Street)	(Suite)	(State)	(Zip Code)
Business Contact:		Title:	
Business Fax:		Email:	
Business Name:		Years known:	
Address Information:			
(Street)	(Suite)	(State)	(Zip Code)
Business Contact:		Title:	
Business Fax:		Email:	
Bank Reference Information			

Bank Name: _____ **Account Started:** _____
(Month, Year)

Bank Address: _____ **Phone:** _____
(Street) (Suite) (State) (Zip Code)

Bank Contact: _____ **Fax:** _____ **Email:** _____
(Name, Title)

Account Number: _____ **Loan Number:** _____

Has this company or any of the Principals associated with it, ever filed for bankruptcy protection?

Yes No

If Yes, Please explain the circumstance: _____

We certify that all information contained in this application is true and correct. I/We hereby authorize all Companies and Financial Institutions to release information to API, Inc.

API, Inc. terms are Discount 10th, Net 30th. Our cutoff date is the 25th of each month. In order to receive discount, payment must be made by cash or check. No discount will be given for payment made by credit or debit card.

I/We agree to the following: (1) API, Inc. Terms of Sale as shown in Terms and Conditions attached to this application. (2) Authorizes API, Inc. to investigate the references listed, and to make other reasonable credit investigations, (3) a service charge on past due invoices of 1.5% per month, or the maximum permitted by law. (4) to pay all service charges, collection cost and expenses, and to pay reasonable attorney fees in the event of default, (5) if legal action is necessary to collect amounts due, applicant(s) consents to jurisdiction in the State of Minnesota and venue in Ramsey County. Minnesota Law shall be the governing law for all collection disputes.

Name: _____ **Title:** _____

Signed: _____ **Date:** _____

Name: _____ **Title:** _____

Signed: _____ **Date:** _____

Personal Guarantee

In consideration for _____, extending credit to the business identified below for any materials or services after this date at the request of applicants or its' agents, the undersigned individual hereby personally guarantees, unconditionally and irrevocably, the prompt payment of all sums now or hereafter owed to API by the business identified on the application for credit as via open account, contract or otherwise.

It is understood and agreed that credit, if extended, is to be on a continuing basis and may exceed estimated maximum credit limit. This guarantee shall continue in force until notice in writing is received by registered or certified mail. Said notice shall specify the date on which this Guarantee is to be terminated. Said date is not to be less than ten days (10) after notice is received. Such termination shall in no way release the undersigned as to any sum or debt incurred prior to such termination.

NOTE: PLEASE USE HOME ADDRESS

Guarantor Name: _____ **Percent Ownership:** _____

Address Information: _____
(Street) (Suite) (State) (Zip Code)

Social Security: _____ **Direct Line:** _____ **Email:** _____

Name: _____ **Title:** _____

Signed: _____ **Date:** _____

Guarantor Name: _____ **Percent Ownership:** _____

Address Information: _____
(Street) (Suite) (State) (Zip Code)

Social Security: _____ **Direct Line:** _____ **Email:** _____

Name: _____ **Title:** _____

Signed: _____ **Date:** _____

<u>Credit Department Use Only</u>	
Credit Limit: _____	Salesmen: _____
Approved By: _____	Date: _____



Terms and Conditions

- I. **CONDITIONS PRECEDENT:** I/We certify that this information is correct, complete and that we are able to pay within thirty (30) days of each invoice date. I/We further understand that Seller will rely on this information for the extension of credit. I/We authorize Seller from time to time to obtain Business and Consumer Credit Reports on Customer or any principals listed on Credit Application or to obtain credit and funding information from any other source. This is not an agreement by Seller to lend money; it is an agreement by Customer for the benefit of the Seller if Seller determines to extend credit. Seller may change credit limits or other credit terms at any time, in its entirety or sole discretion. No modifications may be made to this Agreement, except in writing signed and authorized by Seller
- II. **TERMS OF PAYMENT:** Customer agrees that any amount not paid within thirty (30) days of invoice date may carry interest at 1.5% per month or given alternative terms authorized by Seller, both before and after judgment, and further agrees all costs incurred in collection, including attorney's fees. If legal action is necessary to collect amounts due, applicant(s) consents to jurisdiction in the State of Minnesota and venue in Ramsey County. Minnesota Law shall be the governing law for all collection disputes.
- III. **EITHER PARTY TERMINATION:** Customer further agrees to pay all amounts given under this Agreement Terms and Conditions. Seller must receive prior written notice pursuant to closing this account, mailed United States Postal Service Certified Return Receipt Requested. In the event other entities or individuals order or use the labor or materials pursuant to this agreement, it is agreed that both the Customer and such other legal entities or individuals shall be obligated for all the amounts and fees due under this Agreement. Seller retains the right cancel at any time
- IV. **LIMITATION OF PAYMENT:** All mechanic's lien, payment bond or similar waivers or restrictive endorsements on checks shall be effective only to the total dollar amount of payments actually received without any bankruptcy filing for ninety (90) days thereafter. Customer agrees that Seller retains its mechanic's lien, payment bond or other legal rights for unpaid deliveries, regardless of what other waiver documents may imply otherwise. Customer further agrees that Seller has the right to determine in its entirety and sole discretion, how to apply payments and which invoices to pay with all payments received on this account, despite any advice to the contrary.
- V. **TRUST FUNDS:** Customer agrees that all funds owed to Customer from anyone or received by Customer to the extent those funds result from labor or materials supplied by Seller shall be held in trust for the benefit of the seller. Customer agrees it has no interest in Trust Funds held by anyone and to promptly account for and pay Seller all such Trust Funds. Customer irrevocably assigns to Seller any interest it may have in its Trust Fund account, despite any advice to the contrary.
- VI. **LIMITATIONS OF WARRANTY:** Seller agrees to replace or, at Seller's option, repair any defective goods within a reasonable time. Buyer's remedies for any delay or any defect in the materials are subject to and limited by any limitations in the manufacturer's terms and conditions to the Seller. Further, Buyer's sole and exclusive remedy and Seller's limit of liability for any and all loss or damage resulting from defective goods shall be for the purchase price of the particular delivery and materials with respect to which loss or damage is claimed, plus any transportation charges actually paid for by Buyer. In no event shall Seller be held liable for any damage due to delay of any type, nor consequential, special or punitive damages. THE FOREGOING WARRANTY IS EXCLUSIVE AND IS IN LIEU OF ALL OTHER WARRANTIES, WHETHER WRITTEN, ORAL, EXPRESSED OR IMPLIED, INCLUDING THE WARRANTY OF TITLE, AGAINST LIENS, INFRINGEMENT, THE WARRANTY OF MERCHANTABILITY AND THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.
- VII. **INDEMNIFICATION:** TO THE FULLEST EXTENT PERMITTED BY LAW, CUSTOMER AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS SELLER AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, PARENT COMPANY, SUBSIDIARIES AND AFFILIATES, (HEREINUNDER REFERRED TO AS "INDEMNIFIED PARTIES") FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, LOSSES, EXPENSES OR LIABILITIES OF ANY KIND, INCLUDING ATTORNEY'S FEES, (HEREINUNDER REFERRED TO AS "DAMAGES"), ARISING OUT OF OR IN ANY WAY RELATING TO OR CONNECTED WITH ANY GOODS AND SERVICES PURCHASED BY CUSTOMER FROM SELLER OR OTHERWISE PROVIDED BY SELLER. CUSTOMER FURTHER AGREES TO INDEMNIFY THE "INDEMNIFIED PARTIES" FOR THEIR LEGAL FEES, COSTS AND DISBURSEMENTS PAID OR INCURRED TO ENFORCE THE PROVISIONS OF THIS PARAGRAPH AND TO OBTAIN, MAINTAIN AND PAY FOR SUCH INSURANCE COVERAGE AND ENDORSEMENTS, INCLUDING COMPLETED OPERATIONS COVERAGE, AS WILL INSURE THE PROVISIONS OF THIS PARAGRAPH, AND UPON REQUEST, SHALL PROVIDE COMPANY WITH EVIDENCE THEREOF.
- VIII. **TERMS OF DELIVERY:** Buyer shall make a careful inspection at the time of delivery. Buyer's failure to give written notice specifying any claim within ten (10) days of delivery shall constitute an unqualified acceptance of the labor and material delivered and a waiver of all claims. Seller will not be liable for any damage, warranty, or remedy and back charges will not be accepted without prior notification, an opportunity to view and repair, replace, or otherwise cure, and approval by Seller. No returned product will be accepted without prior approval. A restocking fee of twenty percent (20%) will apply on all products approved for refund. Non-stock items, custom-made products, and special order products cannot be returned at any time and are subject to full payment beginning on the date of invoice. Returned products must be in original packaging and in "like new condition". Product to be returned must be delivered to the API Warehouse within ninety (90) days of invoice date. All sale returns must be accompanied by original receipt or invoice of transaction to receive credit of any kind. Seller may stop supply of any labor or materials when it in its entirety and sole discretion, determines that Buyer is in breach of the agreement.
- IX. **BREACH OF TERMS AND CONDITIONS:** In the event of insolvency or breach of Agreement or any other contract with Seller, or Seller has insecurity with respect to funding or creditworthiness, until payment is made and any dispute or insecurity has been resolved Buyer will be required to settle such insolvency issues and or breach of agreement to the full satisfaction and authorization of Seller. Furthermore, the Buyer will be subject to retraction of credit and further subject to Cash On Delivery (COD) or Cash payment terms before any further sales of labor or materials.

Signature:

Company:

Title:

Date: