

## **Application for Credit Account**

Sales Representative	
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For your convenience, we have created this application so that you may fill in the required information directly into the PDF through interactive fields. When you have completed the form, please Email it to your sales representative or to our credit department at accounting@josephmerritt.com.

Company Name:			Da	te:	
Address:			P.O. Box:		
City:		State:	State: Zip Code:		
Federal ID No.:	Tax Exempt: _	(if YES attach Certificate)	State	of Incorporation:	
Sole Proprietor	Corporation	Partnership	LLC	Other:	
Date Established:	E-Invoice Ema	ail:			
A/P Contact:	_ A/P Phone No.:	A/P Email:			
Officers/Owner/Partner Inform	ation				
(Note: Copy of driver's license is required fo	or Sole Proprietor or Individua	al, attach Documentation of addition	onal Owners)		
Name:		%Owned	Title	·	
Address (City/State/Zip)		Em	ail:		
Social Security No		Driver's License No		State	
Bank References					
Bank Name		Account Numbe	r		
Contact Person		Phone Number_			
Purchasing Agent (Note: Plea	ase attached documentation f	or additional Purchasers)			
Contact Name		Phone Nu	ımber		
Email Address:					
Contact Name					
Email Address:					
Credit Reference	es 1.	2.		3.	
Company Name					
Address					
City, State, Zip					
Phone					
Fax/Email					
Note: The Undersigned official hereby guara nc Credit Application. ***By digitally signing					
Name of Authorized Office	<u> </u>		*Signature	of Authorized Officer	

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Sales Representative

TERMS OF USE AGREEMENT: This Terms of Use Agreement constitutes a legally binding agreement made between you (Buyer), whether personally or on behalf of your entity and Joseph Merritt & Company, Inc. (Seller) and its affiliated entities concerning your needs. Our company provides the following services: Big Color, Print Solutions, Scanning, Construction Documents, Printers Sales and Services. Supplemental terms and conditions or documents that may be posted, updated from time to time, are hereby expressly incorporated into this agreement by reference. The Terms and conditions will be deemed to have been accepted by you when you accept delivery of any Goods and will constitute the entire agreement between us and you. If you do not agree to abide by this agreement, or to modifications that company may make to this agreement in the future, do not use or access the Company's services.

PURCHASES; PAYMENT: Company bills you through an electronic accounting system for your purchases of products and/or services. You agree to pay Company all charges at the prices then in effect for the products you or other persons using your billing account may purchase and you authorize Company to charge your chosen payment provider for any such purchases. You agree to make payment using that selected payment method. If you have ordered a product or service that is subject to recurring charges then you consent to our charging your payment method on a recurring basis, without requiring your prior approval from you for each recurring charge until you cancel the applicable product or service. Company reserves the right to correct any errors or mistakes in pricing that it makes even if it has already requested or received payment. If the costs of the goods to us increase due to any factor beyond our control including, but not limited to, material costs, labor costs, alteration of exchange rates or duties, or changes to delivery rates, we can increase the Price prior to delivery. You may be entitled to discounts at companies' discretion. Sales tax will be added to the sales price of purchases as deemed required by Company. We will invoice you for the prices on or at any time after delivery of goods. You must pay the price within 30 days of the date of our invoice. If you do not pay within the term period set out, we will suspend any further deliveries to you and without limiting any of our other rights or remedies for statutory interest, charge you interest at the rate of 1.5% per month; until the amount outstanding is paid in full. Buyer agrees to pay Sellers costs of Collection, including reasonable attorney fees and court costs. All payments shall be in US Dollars.

DELIVERY: We will arrange for the delivery of the goods to the address specified in your quote or to another location agreed upon in writing. If no delivery address is specified, you must collect the Goods from our premises. If you do not take delivery of the Goods we may, at our discretion and without prejudice may arrange for redelivery of the Goods and will charge you for the costs of such. If redelivery is not possible as set our above, and in the event you fail to provide us with adequate delivery instructions within 7 business days, full amount of invoice will be billed to your account for payment. For all Sales by third party delivery, the Buyer will assume responsibility for risk of loss or damage at the seller's point of shipment for such sales. Claims for products damaged in transit are Buyers sole responsibility.

INSPECTION AND ACCEPTANCE OF GOODS; RETURN POLICY: You must inspect the goods on delivery or collection. If Customer identifies any damages or shortages, you must inform us in writing

within 7 days of delivery, providing details. We will be under no liability or further obligation in relation to the goods if you fail to provide notice as set above; if the defect arises because you did not follow oral or written instructions about the storage, installation, use or maintenance of any goods; or if the defect arises from misuse, negligence, or any other act by you, your employee, or any third parties. Please review our Return Policy prior to making any purchases.

WARRANTIES Seller makes no warranty that any goods shall be merchantable or fir for any particular purpose, nor does the Seller make any other warranties, express or implied, by operations of law or otherwise, with any exception clearing made in writing. Final determination of the suitability of the goods for the Buyers' use and purpose is the sole responsibility of the buyer, and Seller shall bear no responsibility.

CUSTOM PRODUCTS: If buyer orders non-stock products from Seller or products made by Seller's /Seller's Vendor to Buyers specifications or design ("Custom Products") Seller is not responsible for verifying

or confirming the accuracy of specifications provided to Seller for such products. All Custom Products are sold on "FINAL SALE" basis only, no cancellations, returns, refunds or credit will be allowed.

EVENTS BEYOND SELLERS CONTROL: Neither party shall be liable for any failure or delay in performing their obligations where such failure or delay results from any cause that is "Act of God" or governmental actions; or any other event that is beyond the control of the party in question.

SUBMISSIONS: You acknowledge and agree that any questions, comments, suggestions, ideas, feedback or other information about the website or Company Services provided by you to Joseph Merritt & Company Inc. and its affiliated entities are confidential

TERMS AND TERMINATION; SUSPENSION This agreement shall remain in full force and effect while you use Joseph Merritt & Company, Inc. and its affiliated entities, as applicable. You may terminate your sales/services at any time, for any reason, in writing. If the buyer fails to pay any Seller's invoice within the terms outlined on multiple occasions, or in the event the Buyer becomes insolvent, or if the Seller determines that the Buyers credit worthiness has deteriorated the Buyer may place a suspension on all services/sales to the Buyer, and require cash in advance of deliveries until the Seller receives adequate assurance of future performances. These terms may result in a U.C.C Filing per Sellers digression.

EMAIL PRIVACY POLICY: Our email marketing is permission based. If you received a mailing from us, our records indicate that you have expressly shared this address for the purpose of receiving information in the future ("opt-in"), or you have registered or purchased or otherwise have an existing relationship with us. We respect your time and attention by controlling the frequency of our mailings. If you believe you have received unwanted, unsolicited email sent via this system or purporting to be sent via this system, please forward a copy of that email with your comments to abuse@constantcontact.com for review.

LAW AND JURISDICTION: These terms and conditions are governed by and interpreted according to the law. All disputes arising under these terms and conditions are subject to the jurisdiction of Hartford County in Connecticut

RELEASE OF CREDIT INFORMATION: The undersigned individual (Customer) who is a sole proprietorship of the credit applicant, recognizing that his or her individual credit history may be a factor in the evaluation of the credit history of the applicant, hereby concerts to and authorizes the use of a consumer credit report on the Customer by Joseph Merritt & Company, Inc., and its affiliated entities, from time to time as may be needed, in the credit evaluation process.

GRANT OF SECURITY INTEREST: To secure payment and performance of all obligations Buyer hereby grants to Seller a continuing purchase money security interest in all inventory, equipment, and goods including all embedded and non-embedded software manufactured by or distributed by the Seller, whenever sold, consigned or delivered, directly or indirectly, to or for the benefit of Buyer by Seller, wherever located, now owned and hereafter acquired including but not limited to all "As Noted Separately", and all accessions and products; and accessories, supplies and parts including repossessions and returns; and all proceeds from the sale thereof; all documents including books and records; and all existing or subsequently arising, accounts and accounts receivable, and supporting obligations which may from time to time hereafter come into existence during the term of this Security Agreement. Seller's purchase money security interest is explicitly limited to outstanding obligations between Seller and Buyer. To secure payment for all purchases from Seller, now and in the future, Buyer hereby grants Seller as a Secured Party in continuing security interest in all of Buyer's presently owned or hereafter acquired (a) goods, (b) instruments, (c) promissory notes (d) Chattel paper including electronic chattel paper and tangible chattel paper, (e) documents, (f) books and records, (g) accounts, (h) accounts receivable, (i) equipment, (j) inventory, (k) commercial tort claims (I) general intangibles, (m) payment intangibles and (n) software, together with all proceeds and all support obligations thereof. Secured Party's security interest is explicitly limited to outstanding obligations between Secured Party and Buyer. The term "Obligations" as used in this Agreement shall mean and include all indebtedness, liabilities and obligations, liabilities and obligations of any nature, however arising whether monetary or otherwise, now existing or hereafter arising in favor of Secured Party, including any attorney's fees and expenses to which Secured Party may be entitled as further provided in this Agreement. The following constitute Customer defaults: Non-payment in timely fashion of Customer's indebtedness to Joseph Merritt & Company, Inc., (as Secured Party) and its affiliated entities bankruptcy, insolvency, or assignment for the benefit of creditors; misrepresentation in respect of any provision of this or any Agreement between Joseph Merritt & Company, Inc., and its affiliated entities and Customer. In the event of default Joseph Merritt & Company, Inc., and its affiliated entities may declare all unpaid balances due. Customer authorizes Secured Party to file a financing statement describing the collateral. In addition, Joseph Merritt & Company, Inc., and its affiliated entities hereby notifies its authorization for Secured Party to have filed in any jurisdiction any financing statements or amendments thereto if filed prior to the date hereof. Applicant authorizes Secured Party to file a Uniform Commercial Code (the "UCC") Financing Statements in the filing office of any jurisdiction (s) Secured Party deems to be appropriate pursuant to the UCC. Debtor waives its right to receive a verification statement evidencing the registration of a UCC/PPSA Financing Statement or UCC/PPSA Change Statement. The information contained herein is submitted by Customer for the purpose of obtaining credit. Customer expressly agrees to make payment in full for the purchases in accordance with their invoice (s). Should Customer default in any such payment Customer expressly agrees to pay a late charge on any amounts in default at the maximum rate permitted by law. All amounts owed by Customer shall become immediately due and payable. Customer further agrees to pay a

reasonable attorney's fee and all other costs and expenses incurred in the collection of any obligation of Customer pursuant hereto. This agreement shall become effective when accepted by Customer.

Declaration The signing of this application authorizes Joseph Merritt & Company, Inc., and its affiliated entities to perform the necessary credit investigation on the above company or individuals. I authorize the above references to release information necessary for Joseph Merritt & Company, Inc., and its affiliated entities to make an informed credit decision. Joseph Merritt & Company, Inc., and its affiliated entities is authorized to make all inquiries deemed necessary to determine my/our creditworthiness. Joseph Merritt & Company, Inc., and its affiliated entities is authorized to answer questions about their credit experience with us, and share this information with other institutions to secure financing.



## Joseph Merritt & Company, Inc. Locations:

**HARTFORD** 650 Franklin Ave, Hartford, CT 06114 P. 860.296.2500 F. 860.296.0414 **NEW HAVEN** 60 Hamilton Street, New Haven, CT 06511 P. 203.562.9885

DANBURY 4 Christopher Columbus Ave Unit C, Danbury, CT 06810 P. 203.743.6734 23 Acorn Street FL2, Providence, RI 02903 **PROVIDENCE** P. 401.272.9060