



An Employee Owned Company

Business Name: \_\_\_\_\_
Address: \_\_\_\_\_
City, State, Zip Code: \_\_\_\_\_

Date: \_\_\_\_\_
Business Number: \_\_\_\_\_
Fax Number: \_\_\_\_\_
E-mail address: \_\_\_\_\_
Federal I.D.# \_\_\_\_\_

Invoice/Statement delivery method: Fax # \_\_\_\_\_ E-Mail address: \_\_\_\_\_
Partnership Proprietorship Corporation (Please circle one) Type of Business \_\_\_\_\_
Tax Exempt: Yes No (IF EXEMPT, STATE LAW REQUIRES THAT YOU FURNISH EXEMPTION CERTIFICATE SIGNED BY COMPANY OFFICER)

PERSONAL INFORMATION ON OFFICERS OR PARTNERS

Table with 4 columns: Name, Title, Social Security No., Date of birth. Rows for Home Address, City, State, Zip, Home Phone No.

GENERAL INFORMATION

Date business started: \_\_\_\_\_ Number of employees: \_\_\_\_\_
Plumbers License Number: \_\_\_\_\_ Purchase orders required: Yes No
Amount of credit needed: \$ \_\_\_\_\_ Credit lines in excess of \$20,000.00 must attach a copy of recent financial statement
Were any of the principals in business before? Yes No If yes, business name \_\_\_\_\_

TRADE REFERENCES

Table with 3 columns: Name of Supplier, City, State, Zip, Fax No. Four rows for supplier information.

I/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 SPS Companies, Inc.

I/We agree to the following: (1) SPS Companies, Inc terms of sale as shown in "TERMS" box on the front of each invoice. (2) Authorizes SPS Companies 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 consents to jurisdiction in the State of Minnesota and venue in Hennepin County. Minnesota Law shall be the governing law for all collection disputes.

Name of Applicant \_\_\_\_\_ Signature and Title \_\_\_\_\_
Name of Applicant \_\_\_\_\_ Signature and Title \_\_\_\_\_

Mail/Fax to:
(952) 929-1377 PHONE
(800) 346-5877 WATTS
(952) 929-1862 FAX
SPS Companies, Inc
6363 State Highway 7
St Louis Park, MN 55416 2246

# TERMS & CONDITIONS



## **CONTROLLING PROVISIONS**

These terms and conditions shall replace all terms and conditions of Buyer's order and of any proposal or quotation to Buyer not agreed to by Buyer and Seller prior to the date of the invoice.

## **WARRANTY**

Seller warrants as per manufacturer's written manufactured products to the extent that Seller will replace those having defects in material or workmanship when used for the purpose which manufactured recommends. If Seller's examination shall disclose to its satisfaction that the products are defective, and an adjustment is required, the amount of such adjustment is the net sale price of the defective products only. No allowance will be made for labor or expenses of repairing defective products or damage resulting from the same. Seller warrants the products that it sells of manufacturers to the extent of the warranties of their respective makers. THIS IS SELLER'S SOLE WARRANTY, SELLER MAKES NO OTHER WARRANTY OF ANY KIND, EXPRESS OR IMPLIED; AND ALL IMPLIED WARRANTIES OR MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WHICH EXCEED SELLER'S AFOREMENTIONED OBLIGATION ARE HEREBY DISCLAIMED BY SELLER AND EXCLUDED FROM THIS WARRANTY. Seller neither assumes, nor authorizes any person to assume for it, any other obligation concerning the sale of the products. This warranty shall not apply to any products or parts of products which (a) have been repaired or altered outside of manufacturer's factory, in any manner; or (b) have been subject to misuse, negligence or accident; or (c) have been used in a manner contrary to manufacturer's instruction or recommendations.

## **SELLER'S LIABILITY**

Seller will not be liable for any loss, damage, cost of repairs, incidental or consequential damages of any kind, whether based upon warranty, contract or negligence, arising in connection with the sale, use, or repair of the products.

## **PRICING & PRODUCT AVAILABILITY**

All orders will be invoiced at the price in effect at the time of shipment. Prices are subject to change without notice. Verbal quotations are subject to immediate acceptance. Freight charges F.O.B. Point-of-Shipment, unless otherwise stated. Items are not necessarily stocked or available for sale at all locations.

## **INSTALLATION & ALTERATION**

No employee of SPS Company, Inc has the authority to suggest or recommend merchandise be installed or altered in any manner other than that shown in Manufacturer's literature or instructions.

## **RETURNS**

Return of any goods, if accepted, is for credit only. Seller cannot accept return of goods unless Seller grants prior permission, in which case it will be credited. Returns are subject to the following: (a) all material returned must, on arrival at Seller's locations, be found to be in salable condition; if not, cost of putting in such condition will be deducted from credit memoranda; (b) a restocking charge will be made from all credit memoranda issued for material returned; (c) transportation charges, if not prepaid, will be deducted from credit memoranda. No credit will be issued after 30 days from date of invoice.

## **SHIPMENTS**

The cost of any special packing or handling caused by Buyer's requirements or requests shall be added to the amount of the order. No claim for shortages will be allowed unless made in writing within ten days of receipt of a shipment. Claims for goods damaged or lost in transit should be made on carrier, as Seller's responsibility ceases on delivery to the carrier. Buyers should examine shipments carefully before accepting delivery from the transportation company.

## **TAXES**

The amount of any sales, excise or other taxes, if any applicable, shall be added to the purchase price and shall be paid by Buyer unless Buyer provides Seller with an exemption certificate acceptable to the taxing authorities.

## **TERMS OF PAYMENT**

Seller reserves the right to extend credit to qualifying Buyers. Please request a Credit Application from an SPS Companies, Inc employee. If credit is extended, the standard terms offer a cash discount. All purchases on or before the last day of each month will be due on the 10<sup>th</sup> day of the following month. The discount amount available for each invoice is listed on the invoice. If purchases are made by Visa, MasterCard, Discover or American Express the cash discount will not apply.

All future purchases from SPS Companies, inc. are subject to the terms and conditions stated above.



An Employee Owned Company

Mail/Fax to: SPS Companies, Inc
(952) 929-1377 PHONE 6363 State Highway 7
(800) 346-5877 WATTS Minneapolis, MN 55416-2346
(952) 929-8979 FAX

PERSONAL GUARANTY

CUSTOMER

(Corporate, Partnership or Proprietorship Name)

(Trade Name, if different from above)

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and to induce SPS Companies, Inc. (hereinafter referred to "SPS Companies"), to grant credit, or assume a credit risk, from time to time, in respect of goods sold and delivered by SPS Companies to the above-named customer (hereinafter "Customer"), the undersigned individually (do) (does) hereby guaranty the prompt payment when due of any obligations of said Customer to SPS Companies, without limit and agrees that:

This is an absolute, unconditional and continuing guaranty of payment of the debts, liabilities and obligations guarantee hereby (the "Indebtedness") plus interest, reasonable attorneys' fees, collection and enforcement expenses referable thereto.

The Guaranty shall continue in full force and effect until thirty days (30) after the undersigned has provided SPS Companies with Notice of Revocation by certified mail. Such Notice of Revocation shall be ineffective as to any existing indebtedness or as to any transaction or commitment previously under taken by SPS Companies in reliance upon such guaranty.

The Guarantor's liability under this Guaranty shall not be affected by any sales, extensions (whether or not for longer than the original period), renewals, compromises, settlements, releases or other transactions involving the Customer or any indebtedness, or any collateral securing Indebtedness.

SPS Companies need not resort for payment of the Indebtedness to the Customer or any other person or collateral, before enforcing its rights under this Guaranty.

This Guaranty shall be binding upon each person signing this Guaranty, regardless of any failure of others persons to sign this Guaranty, and upon the heirs and legal representatives, successors and assigns of such person. The laws of the State of Minnesota govern this Guaranty. If signed by more than one, it shall jointly and severally bind each person signing.

If legal action is necessary to collect amounts due, Guarantor consents to jurisdiction in the State of Minnesota and venue in Hennepin County. Minnesota law shall be the governing law for all collection disputes.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Guarantor, individually (print name)

\_\_\_\_\_  
Sign name, individually

\_\_\_\_\_  
Guarantor, individually (print name)

\_\_\_\_\_  
Sign name, individually



## Consent and Authorization to Obtain Personal Credit Report

The undersigned hereby consent(s) to SPS Companies, Inc.'s use of a non-business consumer credit report on the undersigned in order to further evaluate the credit worthiness of the undersigned as principal(s), proprietor(s) and/or guarantor(s) in connection with the extension of business as contemplated by this account application and personal guaranty. The undersigned hereby authorize(s) SPS Companies, Inc. to utilize a consumer credit report on the undersigned from time to time in connection with the extension or continuation of the business credit represented by this account application and personal guaranty. The undersigned as [an] individual(s) hereby knowingly consent to the use of such credit report consistent with the Federal Fair Credit Reporting Act as contained in 15 U.S.C. @ 1681 et seq.

\_\_\_\_\_  
Individually (print name)

\_\_\_\_\_  
Individually (print name)

\_\_\_\_\_  
Sign name, individually

\_\_\_\_\_  
Sign name, individually

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date