



## CREDIT APPLICATION AND PURCHASE AGREEMENT

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Thank you for your interest in opening an account with Benoist Bros Supply Co. Please complete the PDF “Credit Application and Purchase Agreement”, print and sign where indicated, and return to our credit department for processing.

For your information, please note the following:

- For an account with our normal terms of Net 30 days (from invoice date), please complete pages 1, 2 and 5 in totality. Signatures of all owners are required on page 2.
- Page 3 is a guaranty and waiver to be completed only if your company is a corporation or an LLC. This form should be signed by owners / officers / members and spouses. Each signature requires notary public verification (signature and stamp) as indicated on page 4.
- For an account with COD terms, please complete pages 1 and 2 only. Supplier references are not required for a COD account. Signatures of all owners and / or officers are required on page 2.

Once completed, the forms may be sent to us via fax, email or US mail to the address shown below, or you may return it to your local Benoist Bros office. Please include your EPA Freon certification card and your state sales tax exemption form (if applicable).

Benoist Bros. Supply Co.  
Att: Credit Dept.  
107 N. 16<sup>th</sup> St  
Mt. Vernon, IL 62864  
[jweems@benoist.com](mailto:jweems@benoist.com)  
800-642-2259, ext. 1150 phone  
618-246-1425 fax

Once the account is entered into our computer system, a welcome packet will be mailed to you. If you have any questions, please call Jackie Weems, our Credit Manager Monday through Friday, 7:30 a.m. until 5:00 p.m.

**We appreciate your interest in Benoist Bros Supply Co.**

Mt. Vernon, IL  
107 North 16th Street  
Mt. Vernon, IL 62864  
800-642-2258

Jackson, MO  
100 West Independence St.  
Jackson, MO 63755  
800-627-1511

Belleville, IL  
27 Tower Plaza  
Belleville, IL 62220  
800-962-4683

Evansville, IN  
2103 N. Kentucky Avenue  
Evansville, IN 47711  
800-334-1842

St. Louis, MO  
641 Axminister  
Fenton, MO 63026  
800-455-5881

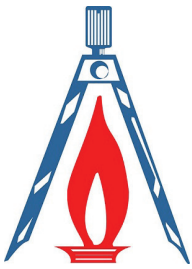
Earth City, MO  
4730 Earth City Expressway  
Bridgeton, MO 63044  
855-455-3033

Owensboro, KY  
410 East 14th Street  
Owensboro, KY 42303  
800-775-7685

Union City, TN  
1410 North 5 th Street  
Union City, TN 38261  
558-242-1233

Paducah, KY  
116 Main Street  
Paducah, KY 42003  
866-442-7459

Springfield, IL  
2121 Lake Victoria Drive  
Springfield, IL 62703  
866-972-3946



# BENOIST BROS. SUPPLY CO.

107 N. 16TH ST., MT. VERNON, ILLINOIS 62864

618-242-0345

## CREDIT APPLICATION AND PURCHASE AGREEMENT

The applicant(s) hereby makes application to Benoist Bros. Supply Co. for extension of credit for purchases hereinafter made by the undersigned(s) and the undersigned(s) represent(s) in support of this application as follows:

CORPORATION  SOLE PROPRIETORSHIP  PARTNERSHIP  LLC

CORPORATE OR BUSINESS NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_ CITY: \_\_\_\_\_

COUNTY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_ CELL: \_\_\_\_\_

EMAIL: \_\_\_\_\_ FEIN #: \_\_\_\_\_

HOW LONG HAS COMPANY BEEN IN BUSINESS UNDER PRESENT OWNERS? \_\_\_\_\_

FULL TIME? \_\_\_\_\_ IF NOT, NAME AND ADDRESS OF PRESENT EMPLOYER: \_\_\_\_\_

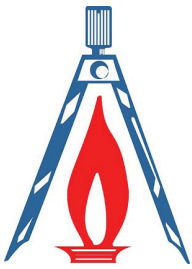
APPROXIMATE YEARLY SALES: \_\_\_\_\_

### NAME(S) OF OWNER, PARTNERS OR CORPORATE OFFICERS & POSITIONS:

NAME	ADDRESS	CITY & STATE	SOC. SEC. #	HOME PHONE

### GIVE NAMES OF (4) MAJOR SUPPLIERS:

- |  |  |
|--|--|
| 1. NAME: _____<br>PHONE: _____<br>ACCT. #: _____ | 2. NAME: _____<br>PHONE: _____<br>ACCT. #: _____ |
| 3. NAME: _____<br>PHONE: _____<br>ACCT. #: _____ | 4. NAME: _____<br>PHONE: _____<br>ACCT. #: _____ |



# BENOIST BROS. SUPPLY CO.

107 N. 16TH ST., MT. VERNON, ILLINOIS 62864

618-242-0345

## CREDIT APPLICATION AND PURCHASE AGREEMENT - CONTINUED

### PERSONAL & BUSINESS BANK REFERENCE

NAME OF BANK (PERSONAL): \_\_\_\_\_ ACCT. #: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

NAME OF BANK (BUSINESS): \_\_\_\_\_ ACCT. #: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

The applicant agrees to all the terms and conditions of sale and agrees to pay each invoice in accordance thereto. In the event the applicant's account with Benoist Bros. Supply Co. is not paid according to the terms and conditions of sale, the applicant agrees to pay a SERVICE CHARGE of TWO AND ONE-HALF PERCENT (2 1/2%) PER MONTH on the delinquent amount within thirty days from the date each invoice was due, and the applicant understands and accepts that shipment and pickups of material may be curtailed until the account is brought current. Applicant agrees to fully reimburse and indemnify Benoist Bros. Supply Co. against any and all liability, loss, claims, demands, attorneys' fees, costs and expenses of every kind and nature which Benoist Bros. Supply Co. incurs or for which it may become liable as a consequence of the actions, conduct or negligence of the applicant. If the account becomes delinquent, applicant agrees to pay all collection charges and, if placed in the hands of an attorney for collection or suit, to pay all attorneys' fees, costs and expenses. The payment of such attorneys' fees is from the time that the matter is placed in the hands of an attorney by Benoist Bros. Supply Co. It is not necessary for suit to be filed by Benoist Bros. Supply Co. for the applicant to be responsible for the attorneys' fees incurred by Benoist Bros. Supply Co. If suit is brought to collect any delinquent amount or otherwise enforce this agreement, the undersigned(s) hereby agree(s) to waive any right to trial by jury and further agree(s) that venue, at the option of Benoist Bros. Supply Co., is proper either in the Circuit Court of Jefferson County, Illinois, or in any county wherein Benoist Bros. Supply Co. maintained a store and provided applicant merchandise and/or goods.

The applicant certifies that all of the information furnished is correct, and that, If the applicant is a corporation, it is in good legal standing. If any information contained in this credit application is false, or inaccurate, Benoist Bros. Supply Co. may cancel this purchase agreement without notice to the undersigned. The applicant agrees that Benoist Bros. Supply Co. may cancel this purchase agreement for any or no reason, without notice to the applicant.

The applicant agrees that this Credit Application and Purchase Agreement shall be enforceable against applicant and any and all of its assigns and successors in interest. If applicant is a sole proprietorship or a partnership, to the extent that an individual replaces applicant as the proprietor or joins with applicant as a partner, such new proprietor and/or partner shall be bound to Benoist Bros. Supply Co. regarding all of the terms, conditions, and obligations set forth within this credit application.

If any provision (or portion of a provision) of this Credit Application and Purchase Agreement is or becomes, at any time and for any reason, unenforceable or invalid, no other provisions of this Credit Application and Purchase Agreement shall be affected thereby and the remaining provisions of this Credit Application and Purchase Agreement shall be construed and reformed (to the minimum extent necessary) and shall continue with the same effect as if such unenforceable or invalid provision shall not have been originally included in this Credit Application and Purchase Agreement.

Applicant grants Benoist Bros. Supply Co. a security interest in all goods charged to applicant's account until each item is paid for in full. If necessary, applicant agrees to execute all documents which Benoist Bros. Supply Co. may request in order to perfect this Security Agreement. If applicant defaults in its payment obligation herein, Benoist Bros. Supply Co. may repossess and sell any and all of its collateral and exercise any other rights afforded to Benoist Bros. Supply Co. under applicable law. Benoist Bros. Supply Co. may also file financial statements and/or liens against the goods pursuant to applicable law.

This agreement is deemed to have been entered into and executed in Illinois, regardless of the party that first signs the agreement. The agreement is not deemed fully executed until it is executed by Benoist Bros. Supply Co.

DATE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

**IF A CORPORATION, ALL OFFICERS MUST SIGN ON FRONT GIVING THEIR POSITION AND OWNERS MUST SIGN ON BACK OF CREDIT APPLICATION. IF A PARTNERSHIP, ALL PARTNERS MUST SIGN ON FRONT. IF A SOLE PROPRIETORSHIP, OWNER MUST SIGN ON FRONT.**

SIGNATURE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

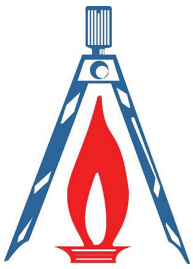
This agreement has been executed and accepted on behalf of Benoist Bros. Supply Co. by:

AUTHORIZED SIGNATURE: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_



# BENOIST BROS. SUPPLY CO.

107 N. 16TH ST., MT. VERNON, ILLINOIS 62864

618-242-0345

## THE FOLLOWING GUARANTY AND WAIVER IS TO BE SIGNED BY INDIVIDUALS

In order to induce **Benoist Brothers Supply Co. (herein called, "you")** to enter in contracts with or extend credit or financing to or to defer the commencement of suit to collect an obligation of:

**(herein called DEBTOR)**

or to customers of DEBTOR, and in consideration of such entering into contracts, extensions of credit or financing the undersigned, jointly and severally if there be more than one, hereby absolutely guarantees the full and prompt payment of any and every indebtedness, liability, or obligation (howsoever arising and of any nature whatever), which may now or at any time and from time to time hereafter exist or be incurred by DEBTOR or the DEBTOR'S customers and owing to you, together with all interest thereon and all attorney's fees, costs and liability or obligation forthwith and without prior demand. In the event of default at any time by DEBTOR, we promise to pay such indebtedness, liability or obligation forthwith and without prior demand.

It is understood and agreed that you shall not be obligated by reason of this agreement to enter into contracts with or extend credit or financing to DEBTOR or customers of DEBTOR.

We consent that you may, without in any manner affecting the undersigned's liability and upon such conditions as you may deem advisable: (1) extend in whole or in part (by renewal or otherwise), modify, premature, change, or release any indebtedness, liability, or obligation of DEBTOR or of any other person; (2) sell, release, surrender, modify, impair, exchange, substitute, or (if a chose or choses in action) extend the duration or the time for the performance or payment of, any and all property, of any nature and from whomsoever received, held by you as security for the payment or performance of any indebtedness, liability or obligation of DEBTOR or of any other person to you; (3) settle, adjust, or compromise any of your claims against DEBTOR or any other person. The undersigned, and each of them, hereby ratifies and confirms any such extension, renewal, modification, prematuration, change, release, sale, surrender, impairment, exchange, substitution, settlement, adjustment, or compromise, and agrees that the same shall be binding upon the undersigned, and hereby waives any and all defenses, counterclaims, or offsets which the undersigned might or could have by reason thereof, it being understood that the undersigned, as guarantor hereunder, shall at all times be and remain liable to you, or any of your affiliated, associated, or subsidiary companies or any such successor or assignee.

The undersigned, and each of them, hereby waives: (1) notice of (and acknowledges due notice of) acceptance of this Guaranty by you or of the creation, renewal, or accrual of any liability of DEBTOR, present or future, or of your reliance upon this Guaranty (it being understood that any and every liability and obligation of DEBTOR to you shall conclusively be presumed to have been created, contracted, or incurred in the reliance upon this Guaranty); (2) demand of payment from any person indebted in any manner on or for any of the liabilities or obligations hereby guaranteed, including any right to require you to sue the DEBTOR or the DEBTOR'S customers or otherwise enforce payment; (3) presentment for payment of any instrument of DEBTOR or any other person, protest thereof, and notice of its dishonor to any party thereto and to the undersigned; (4) any right of contribution from guarantors.

This Guaranty may be terminated (but only insofar as it relates to obligations of DEBTOR incurred hereafter) only upon written notice to that effect delivered by each of the undersigned to you and duly receipted for by you; and upon any such termination, the undersigned shall nevertheless remain liable with respect to all indebtedness, liabilities, or obligations created or arising theretofore to the full extent of the undersigned's liability therefor as above set forth. This Guaranty shall, without further consent of or notice to the undersigned, pass to, and may be relied upon and enforced by any of your affiliated, associated, or subsidiary companies or any such successor or assignee of you and transferee or subsequent holder of any of said indebtedness, liabilities or obligations. This contract is also binding upon the heirs, personal representatives and assigns of each of the undersigned. The undersigned and each of them also expressly waives any and all exemptions allowed by the laws of any state.

This contract shall be construed pursuant to the laws of the State of \_\_\_\_\_.  
Each signatory hereto is jointly and severally liable hereunder.

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

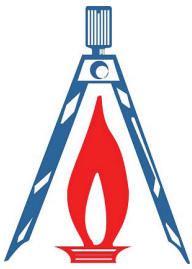
DATE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_



# BENOIST BROS. SUPPLY CO.

107 N. 16TH ST., MT. VERNON, ILLINOIS 62864

618-242-0345

## GUARANTY and WAIVER - CONTINUED

State of _____ City/County of _____ :	
I hereby certify that on this _____ day of _____ , 20 ____ before me, a Notary Public in and for the State and City/County aforesaid, personally appeared _____ who, upon his/her oath state that he/she is the person mention in the subject guaranty and that he/she executed the foregoing guaranty for the purposes contained herein.	
My Commission Expires: _____	Notary Public: _____

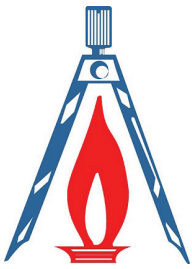
State of _____ City/County of _____ :	
I hereby certify that on this _____ day of _____ , 20 ____ before me, a Notary Public in and for the State and City/County aforesaid, personally appeared _____ who, upon his/her oath state that he/she is the person mention in the subject guaranty and that he/she executed the foregoing guaranty for the purposes contained herein.	
My Commission Expires: _____	Notary Public: _____

State of _____ City/County of _____ :	
I hereby certify that on this _____ day of _____ , 20 ____ before me, a Notary Public in and for the State and City/County aforesaid, personally appeared _____ who, upon his/her oath state that he/she is the person mention in the subject guaranty and that he/she executed the foregoing guaranty for the purposes contained herein.	
My Commission Expires: _____	Notary Public: _____

State of _____ City/County of _____ :	
I hereby certify that on this _____ day of _____ , 20 ____ before me, a Notary Public in and for the State and City/County aforesaid, personally appeared _____ who, upon his/her oath state that he/she is the person mention in the subject guaranty and that he/she executed the foregoing guaranty for the purposes contained herein.	
My Commission Expires: _____	Notary Public: _____



# BENOIST BROS. SUPPLY CO.

107 N. 16TH ST., MT. VERNON, ILLINOIS 62864  
618-242-0345

## CREDIT AUTHORIZATION

DATE: \_\_\_\_\_

CORPORATION OR COMPANY NAME (APPLICANT): \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

### OWNERS/OFFICERS/PARTNERS/GUARANTORS

NAME	TITLE
NAME	TITLE
NAME	TITLE
NAME	TITLE

This Credit Authorization incorporates herein by this reference all of the terms, conditions and information contained in the Credit Application and Purchase Agreement attached hereto.

I/we, the undersigned(s), being owner(s)/officer(s)/partner(s)/guarantor(s) of this applicant who has made application for credit with you, Benoist Bros. Supply Co., hereby authorize(s) Benoist Bros. Supply Co. to investigate the credit of the applicant, or its owners/officers/partners/guarantors, with any of its suppliers, financial institutions, credit bureaus or credit reporting agencies at any time as deemed necessary by Benoist Bros. Supply Co. The undersigned(s) authorize(s) any of its suppliers, financial institutions, credit bureaus or credit reporting agencies to release any information regarding the credit-worthiness or financial status of the applicant, or its owners/officers/partners/ guarantors and including, but not limited to, providing a credit report, to Benoist Bros. Supply Co. and hereby release(s) any of the afore-said suppliers, financial institutions, credit bureaus or credit reporting agencies from any liability for the release of credit or financial information to Benoist Bros. Supply Co.

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_