

*Please FAX, mail, or e-mail the completed credit application and
required documentation to:*

HEP Sales-North Main Lumber
0446 Waterloo-Geneva Road
Waterloo, NY 13165
FAX: 315-781-1861
Ph: 315-789-7555
ar@hepsales.com



H.E.P. MATERIALS CORP. CREDIT APPLICATION

ALL APPLICABLE INFORMATION MUST BE INCLUDED OR APPLICATION CANNOT BE CONSIDERED!

Please circle your primary purchasing location:

Auburn Canandaigua Cortland Geneva Hornell Horseheads/Elmira Ithaca
Belmont Newark Penn Yan Sayre Waterloo Wellsville

Applicant's Name _____ Today's Date _____

Doing Business As _____ Date Filed _____

Federal Tax Identification Number (FEIN) _____ Years Under This Name _____

Business Address _____

City _____ State _____ Zip _____ Business Phone () _____

Mailing Address (if different) _____

City _____ State _____ Zip _____ Business Phone () _____

Cell () _____ Fax () _____ Social Security #: _____

Are You? Please Check One: ☐ Sole Proprietorship ☐ Partnership ☐ Corporation ☐ LLC/LLP ☐ Other

NYS or PA Sales Tax Exempt? ☐ No ☐ Yes (if yes, you must provide complete, valid exemption document)

Valid Certificate of Authority Number or Exempt Organization # _____

Bank Reference(s):

Bank Name (Checking) _____ Acct. No. _____

Bank Address/Branch _____ Phone No. _____

Bank Name (Savings) _____ Acct. No. _____

Bank Address/Branch _____ Phone No. _____

The applicant hereby authorizes the Bank/Financial Institution references listed above to release information requested regarding all of my accounts, loans and/or lines of credit to HEP. It is understood that this information is kept strictly confidential

Signature _____ Date _____

Trade Reference(s):

Company Name _____ Phone () _____ Fax () _____

Company Name _____ Phone () _____ Fax () _____

Company Name _____ Phone () _____ Fax () _____

CHARGE ACCOUNT AGREEMENT

Definitions: In this Agreement: “I,” “me” and “my” refers to each person or entity whose application for the H.E.P. Materials Corp. Charge Account (“Account”) covered by this Application, Agreement and Guarantee has been accepted.

“You”, “Your” and/or “HEP” refers to H.E.P. Materials Corp.; H.E.P. Materials Corp dba HEP Sales; H.E.P. Materials Corp dba North Main Lumber; H.E.P. Materials Corp dba Builders Bargain Outlet; H.E.P. Materials Corp dba Bright Ideas; H.E.P. Materials Corp dba Belmont Hardware with its corporate headquarters located at 0446 Waterloo-Geneva Road, Waterloo, Seneca County, NY 13165 and any person or entity to whom this account or any indebtedness under this Agreement is assigned.

Promise to Pay: I have chosen to apply for this Charge Account for my use to purchase merchandise on open account under the terms of this Agreement. In consideration of granting Account privileges by you, I promise to pay you for any purchase made on this Account, plus any other fees or charges under this Agreement. I hereby agree that this Account shall be used only for the purchase of merchandise and/or services from you for my use. On my credit application, I have provided you with a list of names authorized to use this account and you may rely on that list until such time as you receive written notification from me changing that list. If I orally give you notice of any changes to the Authorized Name List, I agree that I will confirm it in writing to your Corporate Office. I understand that you will be unable to determine whether any given purchase charged to my account was in fact authorized by me. I agree that unauthorized use does not include use by a person whom I have given authority to use the account and that I will be liable for all use by such a person.

Credit Limit: I agree that you may establish a Credit Limit for my convenience and that my Account Balance at any one time will not exceed my Credit Limit. I agree that you may change my Credit Limit from time to time, based on your evaluation of changes in my credit capacity and my performance under this Agreement. If I exceed my Credit Limit, you have the right to suspend or cancel my Account.

Billing Terms: I agree that if an Account is opened pursuant to this Agreement, the Account and all credit extended hereunder shall be governed by this Agreement. By accepting the terms herein, I agree to accept your descriptive billing system accounting for all purchases on the Account. I agree to accept my monthly statement by e-mail, if I choose to receive my monthly statement by mail I agree to pay a monthly fee. Your invoice number will be the reference number used for billing purposes to identify purchases of merchandise/services. Purchase Order numbers will be accepted by you when available and printed on my invoice for my information only. It is my responsibility to provide a Purchase Order number if my company requires a Purchase Order for purchases. The presence of or lack of a Purchase Order number in no way affects my responsibility to pay amounts due on this account. Upon establishment of an Account, I agree to pay, at such place as you designate, in accordance with the billings, my total Account balance, and all applicable charges and fees which may then be in effect. If I request you to provide a duplicate copy of any sales invoice, other than those originally provided at the time of the sale, I agree to pay a fee of \$5.00 per invoice.

Monthly Payment: Until you shall give the written notice to me of a change therein, your terms are: all invoices issued from the 21st of the month through the 20th of the following month are due in full by the due date printed on my statement. Payments are accepted in the form of cash, check, or money order. You do not agree to defer payment or collection and may take action to enforce your rights, including cancellation or suspension of my Account privileges, regardless of any partial payment that may be made. Payments are applied to any outstanding service charge, and then to any remaining balance.

Service Charge: You will charge my account a service charge on the unpaid portion of the account balance that is past due, on the 6th day following the statement due date. Service charge will be 2% per month.

Governing Law: THE LAWS OF THE STATE OF NEW YORK SHALL GOVERN THIS AGREEMENT

Default: If I do not pay the balance when due or breach any other terms of the Agreement, you may demand the entire unpaid balance to be paid immediately and, as provided by the law, commence legal action for collection of the balance due. You may also pursue any other legal action deemed necessary or appropriate with respect to the Account. I agree to pay your reasonable attorney’s fees and court costs as allowed by law.

Changes In Terms: You agree to give me written notice of any changes in this Agreement, and such changes will become effective from the date such notice is mailed to me.

Returned Check Fee: You may impose a Returned Check Fee if any check or instrument sent to you in payment of my account is returned to you unpaid.

Credit Capacity: I give you the right to investigate my business and/or personal credit capacity and credit history. I understand that a consumer report may be requested in connection with this credit application. If I request, you will inform me whether or not a consumer report was requested, and, if such report was requested, I will be informed of the name and address of the consumer reporting agency that furnished the report. You are authorized to furnish information about the Account and me to credit reporting agencies and others that may lawfully receive this information.

Cancellation and Assignment: You reserve the right to cancel and/or assign all or part of this Agreement at any time, without notice and at your discretion.

Personal Guarantee, Authorized Representative: As determined by Buyer Type, I have provided you with a personal guarantee for all indebtedness due HEP of my charge account or I have represented that I am an authorized representative of a valid qualified non-profit, religious, volunteer, education or government agency or instrumentality, and that I am duly authorized to enter into contracts and agree to the terms and conditions contained herein.

NOTIFY US IN CASE OF BILLING ERRORS OR QUESTIONS ABOUT YOUR BILL:

If you think your bill is wrong, or if you need information about a transaction on your bill, write us on a separate sheet at the address listed on your statement. Write us as soon as possible. We must hear from you no later than 60 days after we sent you the first statement on which the error or problem occurred.

In your letter, give us the following information:

- (1.) Your name and account number
- (2.) The dollar amount of the suspected error
- (3.) Describe the error and explain, if possible, why you believe there is an error. If you need more information, describe the item you are not sure about.

If we find that we made a mistake on your statement, you will not have to pay service charges related to the questioned amount. If we did not make a mistake, you will have to pay service charges, and you will be required to pay in full, the questioned amount. In either case we will send you a statement of the amount you owe and the date that it is due. If you fail to pay the amount that we think you owe, we may report you as delinquent.

CREDIT ACCOUNT TERMS

Credit Limit: The initial credit limit is stated in this agreement. At our sole discretion, we may make adjustments to your maximum credit limit at any time. Said adjustments will become effective immediately. If charges issued exceed your maximum credit limit in effect, we may require that the difference be paid to us on demand. I shall remain responsible for the total charges issued notwithstanding the fact that I may have exceeded the credit limit.

Special Orders: Special order merchandise is any item not normally stocked by HEP. I agree that there are NO RETURNS and NO REFUNDS on special order merchandise. I shall make payment for such merchandise in accordance with the "Promise to Pay" and "Billing Terms" provisions of this agreement and agree that HEP shall charge my account upon HEP's receipt of the special order merchandise. I shall remove or take delivery of the special order merchandise from HEP property within 15 days of notification that the merchandise is available for pick up. Special order merchandise that has not been removed from HEP property may be retained by HEP to offset storage, restocking fees, and sales fees. I understand that HEP is not responsible for such merchandise that remains at HEP after 15 days.

Guarantee: In consideration of any extension of credit by HEP to the Buyer named herein, I guarantee to HEP the full, prompt, and unconditional payment when due, whether accelerated or not, with service charge, the full amount of all obligations or indebtedness due HEP of this charge account including attorneys' fees and collection costs. Upon default being made in the payment of any such obligation or indebtedness by the Buyer, I agree to pay the same without requiring demand, protest or notice of nonpayment or notice of default to the Buyer or me. This guarantee shall be construed as an absolute, continuing, unconditional and unlimited guarantee on all existing and future indebtedness of the Buyer to HEP. This obligation is enforceable without requiring HEP to resort first to the Buyer or to any other guarantee, which it may hold. This guarantee shall remain in full force and effect until you receive written notice of its discontinuance and whereupon all of the indebtedness contracted for or created before the receiving of such notice whether made before or after the receipt of such notice together with service charge accruing thereon after such notice shall be paid. This guarantee shall be binding upon me, my heirs, legal representatives, successors and/or assigns, and shall inure to the benefit of HEP, its successors and/or assigns. I acknowledge that I have kept a copy of the attached Charge Account Agreement and agree to be bound by its terms and conditions, which are hereby incorporated by reference and made part of this application. **By signing below, I certify that the information provided in this application is true and correct and that there is no binding contract between us until HEP approves and accepts this Agreement at its offices in Waterloo, NY.**

Notice: The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided that the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The Federal Agency that administers compliance with this law concerning this creditor is the Federal Trade Commission, Equal Credit Opportunity, Washington, DC. 20580.

HEP retains the right to terminate this agreement at any time and CLOSE the account(s) without prior notice and at our sole discretion.

Initial credit amount being applied for: \$ _____

PLEASE SELECT STATEMENT DELIVERY ☐ E-MAIL (NO FEE) ☐ Mail to address above (FEE APPLIES)

Provide Email address: _____

Account information and invoices are available using web access, please provide a Security Question and Answer for web access, the email address provided above will be used for the web access welcome email:

Security Question _____ Answer: _____

Persons who can use your account (Authorized Users): _____

Signature of Personal Guarantor(s):

Print Name _____ Signature _____ Date _____

Print Name _____ Signature _____ Date _____

- For Office Use Only -

Account number _____ Store Number _____ Limit _____ Approved by _____

Salesperson Associate Code _____ Sales Tax Status _____ Date _____

Comments/Notes _____