

Complete all items, attach additional pages with details as necessary, and return to: Brenntag Mid-South, Inc. PO Box 20 Henderson, KY 42419-0020

# Application for Credit & Credit Agreement



Order Pending: Y \_\_\_ N \_\_\_ Amount: \_\_\_\_\_

Company Legal Name ("Buyer") \_\_\_\_\_ Phone (\_\_\_\_) \_\_\_\_\_ Fax (\_\_\_\_) \_\_\_\_\_

Street Address \_\_\_\_\_ City \_\_\_\_\_ St \_\_\_\_\_ Zip \_\_\_\_\_

Billing Address (if different) \_\_\_\_\_

Federal EIN: \_\_\_\_\_ Duns#: \_\_\_\_\_ SIC Code: \_\_\_\_\_

Payables Contact \_\_\_\_\_ Phone (\_\_\_\_) \_\_\_\_\_ Accept Invoices via e-mail? \_\_\_ Fax? \_\_\_

Payables fax: (\_\_\_\_) \_\_\_\_\_ e-mail address: \_\_\_\_\_ Company web site: \_\_\_\_\_

Name of Parent Comp., if any \_\_\_\_\_ Fax (\_\_\_\_) \_\_\_\_\_

Address of Parent Comp. \_\_\_\_\_ City \_\_\_\_\_ St \_\_\_\_\_ Zip \_\_\_\_\_

Parent EIN: \_\_\_\_\_ Invoices Paid By: \_\_\_ Local Office \_\_\_ Parent Office

## Company Officers/Owners

CEO Name \_\_\_\_\_

Address \_\_\_\_\_ e-mail: \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

CFO Name \_\_\_\_\_

Address \_\_\_\_\_ e-mail: \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

## Organizational Structure

Corp. \_\_\_ Partnership \_\_\_ Proprietorship \_\_\_ LLC \_\_\_

State and Date: \_\_\_\_\_

Ownership: \_\_\_ Private \_\_\_ Public

If Public: What Exchange? \_\_\_\_\_ Ticker? \_\_\_\_\_

Related Companies: (Attach list if applicable) \_\_\_\_\_

Subsidiaries: (Attach list if applicable) \_\_\_\_\_

## Business Background Information:

Please briefly describe your business: Nature \_\_\_\_\_

Products sold: \_\_\_\_\_ Seasonality: \_\_\_\_\_

Number of employees: \_\_\_\_\_ Year business established: \_\_\_\_\_ Years at present location \_\_\_\_\_

Ever filed bankruptcy, receivership, liquidation or other form of insolvency? Y \_\_\_ N \_\_\_ If yes, Year \_\_\_\_\_ Jurisdiction \_\_\_\_\_

Ever done business under any other names? Y \_\_\_ N \_\_\_ Details: \_\_\_\_\_

Do you Claim a State Sales Tax Exemption? Y \_\_\_ N \_\_\_ (If Yes, submit exemption certificate with Application)

Credit Limit Requested \$ \_\_\_\_\_ Annual Sales \$ \_\_\_\_\_

If requesting \$50,000 or more, attach your two most recent audited fiscal year-end financial statements. \* Attached? Y \_\_\_ N \_\_\_

You may prefer to mail your financial statements directly to the Credit Department at the address above. Mailed directly? Y \_\_\_ N \_\_\_

\* If financial statements are not audited, please provide statements prepared by an independent CPA.

## Bank Reference

Name \_\_\_\_\_ Phone: (\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_) \_\_\_\_\_

Checking Account No. \_\_\_\_\_ Contact /Officer \_\_\_\_\_

## Trade Credit References (If you prefer, attach your standard credit data/information sheet with references.)

Name \_\_\_\_\_ Name \_\_\_\_\_

Phone (\_\_\_\_) \_\_\_\_\_ Fax (\_\_\_\_) \_\_\_\_\_ Phone (\_\_\_\_) \_\_\_\_\_ Fax (\_\_\_\_) \_\_\_\_\_

Contact: \_\_\_\_\_ Account # \_\_\_\_\_ Contact: \_\_\_\_\_ Account # \_\_\_\_\_

Name \_\_\_\_\_ Name \_\_\_\_\_

Phone (\_\_\_\_) \_\_\_\_\_ Fax (\_\_\_\_) \_\_\_\_\_ Phone (\_\_\_\_) \_\_\_\_\_ Fax (\_\_\_\_) \_\_\_\_\_

Contact: \_\_\_\_\_ Account # \_\_\_\_\_ Contact: \_\_\_\_\_ Account # \_\_\_\_\_

## Credit Agreement:

Buyer's signature below means that in consideration of Brenntag Mid-South, Inc. ("Seller"), extending credit to Buyer, Buyer agrees to the following terms:

1. Seller has the right to reduce or withdraw Buyer's credit privileges under this Credit Agreement at any time in its discretion.

2. In the event collection efforts become necessary, Buyer shall be responsible for all collection costs and fees, including reasonable attorney fees, which shall be added to Buyer's account.
3. In the event of Buyer's default under this Agreement or any other agreement between Buyer and Seller, Seller and/or any of its affiliates or subsidiaries may offset any amounts owing to Buyer against any amounts due to Seller and/or its affiliates or subsidiaries, whether or not arising hereunder.
4. The acceptance by Seller of any payment after the specified due date shall not constitute a waiver of the Buyer's obligation to make further payments on the specified due dates

This document may be executed and transmitted to Seller by facsimile machine/electronic transmission and the facsimile/electronic transmission so transmitted to Seller shall be deemed an original and shall be binding upon Buyer upon its receipt by Seller.

By signing below, Buyer: 1) agrees to the terms and conditions of this Credit Agreement.; 2) certifies that all information provided in this Credit Application is true and correct; 3) grants Seller the authority to verify the information in this Credit Application and to perform all other investigations it deems necessary from time to time to evaluate this Credit Application and to assess Buyer's continuing creditworthiness, and; 4) acknowledges receipt of a copy of this Credit Agreement.

Date \_\_\_\_\_ Signature \_\_\_\_\_ Title \_\_\_\_\_  
 Officer, Proprietor or Partner

**THIS APPLICATION WILL NOT BE PROCESSED UNLESS SIGNED ABOVE.**

**IF YOU FAX THIS APPLICATION TO SELLER, PLEASE MAIL ORIGINAL TO  
 Brenntag Mid-South, Inc.  
 PO Box 20  
 Henderson, KY 42419-0020  
 Tel # (800) 866 – 9697 Fax # (270) 830 - 1376**

**FOR SELLER'S USE ONLY:**

Salesperson Name: \_\_\_\_\_ Sales # \_\_\_\_\_ Customer also a supplier? Y \_\_\_ N \_\_\_

APPROVED \_\_\_\_\_ CREDIT LIMIT \_\_\_\_\_ TERMS \_\_\_\_\_ CREDIT MGR \_\_\_\_\_ DATE \_\_\_\_\_

DECLINED \_\_\_\_\_ REASON \_\_\_\_\_