



SUBMIT COMPLETED APPLICATION TO  
accountmanager@chadwellsupply.com

AR Fax: 866-567-5165

Toll Free: 888-341-2423

Credit Purchase Agreement

Date: \_\_\_\_\_

PLEASE REMIT PAYMENT TO:  
PO BOX 105172  
ATLANTA, GA 30348-5172

FOR OFFICE USE ONLY	_____
SALES ID Assigned	_____

**PROPERTY INFORMATION** (for multiple properties please attach a property list)

Business Name	Existing Acct #	Credit Requested \$
Legal Entity Name	<input type="checkbox"/> Corp <input type="checkbox"/> LLC <input type="checkbox"/> Other	
Physical Address	# of Units	
City	State	Zip
Billing Address (if different)	City	State Zip
Phone	Fax	Duns number
		FEIN#
		Acquisition Date
Customer Type: (select one)		
<input type="checkbox"/> Multifamily <input type="checkbox"/> Commerical <input type="checkbox"/> Government <input type="checkbox"/> Contractor <input type="checkbox"/> Housing Authority <input type="checkbox"/> Other		

**MANAGEMENT INFORMATION**

Management Company	<input type="checkbox"/> Fee Managed Only		
Address	City	State	Zip
Primary Contact	Title		
Phone	Fax	Email	
Primary AP Contact	Phone/Email		

**ACCOUNT INFORMATION**

Authorized Purchaser(s) (optional)

Name	Email/Phone
Name	Email/Phone
Payment Options	<input type="checkbox"/> Check <input type="checkbox"/> ACH/Echeck <input type="checkbox"/> Credit Card
<input type="checkbox"/> 3rd Party Payment Processor	3rd Party Payment Processor Instructions:
<input type="checkbox"/> PO Required	Approval required over \$ Name/Email
<input type="checkbox"/> EPA Certified technician on staff? (if yes please attach certificate)	<input type="checkbox"/> Online purchasing account requested
<input type="checkbox"/> Backorders Not Accepted <input type="checkbox"/> Tax Exempt (if yes please attach certificate)	Online Account Name
<input type="checkbox"/> Vendor agreement required (if yes please attach)	Online Account Email
Would you like your Invoices and Statements emailed?	Email for Invoices & Statements
Special Billing Instructions	
Special Delivery Instructions	

The undersigned certifies the above information is true and correct, is submitted for the purpose of obtaining credit, agrees to payment terms of net 30 and all other terms and conditions of sale of Seller on the reverse side of this document (all of which are incorporated herein by reference), acknowledges and agrees that undersigned is authorized to bind its principal and authorizes seller to request and receive periodic Credit reports and credit references to verify continued credit worthiness as determined by Seller in its sole discretion.

Printed Name	Title
Signature	Date

## TERMS AND CONDITIONS OF SALE

All references in this document to "Seller" shall include affiliates, subsidiaries or divisions of Chadwell Supply, Inc. whether or not specifically identified herein. All sales made by Seller are subject to the Terms and Conditions of Sale, which shall prevail over any inconsistent terms of Purchaser's purchase order or other documents. No modification or alteration of these provisions shall result by Seller's shipment of goods following receipt of Purchaser's purchase order, or other documents containing provisions, terms, or conditions in addition to, in conflict with, or inconsistent with these provisions. There are no terms, conditions, understandings, or agreements other than those stated herein. All prior proposals, offers and negotiations are merged herein.

**PRICE/QUOTES:** Quoted prices made by Seller are subject to change without notice and all quoted prices will expire and become invalid if not accepted within 30 days from the date of issue, unless otherwise stated by Seller in writing. Mathematical, clerical or typographic pricing errors are not binding on Seller. Prices shown do not include sales, excise, or other governmental tax or charges. All applicable taxes will be added to the final invoice. Purchaser agrees to reimburse Seller for any such tax or to provide Seller with an acceptable tax exemption certificate.

**PERFORMANCE:** Seller shall not be liable for delay or default in delivery. All quotes and agreements are contingent upon any cause beyond Seller's reasonable control, including, but not limited to, governmental action, strikes, fire, damage or destruction of goods, manufacturer's shortages, inability to obtain materials, fuels, or supplies, acts of God, or any other cause whatsoever beyond Seller's control.

**WARRANTY:** GOODS NOT MANUFACTURED BY SELLER ARE WARRANTED AND GUARANTEED ONLY TO THE EXTENT AND IN THE MANNER WARRANTED AND GUARANTEED BY ORIGINAL MANUFACTURER. ALL OTHER WARRANTIES ARE EXCLUDED, WHETHER EXPRESSED OR IMPLIED BY OPERATION OF LAW OR OTHERWISE, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. PURCHASER MUST GIVE SELLER WRITTEN NOTICE IDENTIFYING THE DEFECTIVE GOODS AND SPECIFYING THE DEFECT WITHIN TEN (10) DAYS AFTER RECEIPT OF THE GOODS. SELLER MUST ALSO BE GIVEN THE OPPORTUNITY TO INSPECT THE ALLEGEDLY DEFECTIVE GOODS, AND IF REQUESTED BY SELLER, THE ALLEGEDLY DEFECTIVE GOODS MUST BE RETURNED TO SELLER. FAILURE TO GIVE REQUIRED NOTICE WITHIN THE TIME PROVIDED, OR FAILURE TO RETURN ALLEGEDLY DEFECTIVE GOODS TO SELLER FOLLOWING SELLER'S REQUEST CONSTITUTES A WAIVER OF ALL CLAIMS AGAINST SELLER. SELLER'S RESPONSIBILITY TO GIVE CREDIT OR REPLACEMENT IS LIMITED TO THE EXTENT THAT SELLER IS ABLE TO OBTAIN EQUIVALENT CREDIT OR REPLACEMENT FROM THE ORIGINAL MANUFACTURER OF SUCH GOODS. ALL CLAIMS MUST BE BROUGHT WITHIN ONE YEAR OF ACCRUAL OF A CAUSE OF ACTION. TO THE EXTENT ALLOWABLE BY APPLICABLE LAW, SELLER SHALL NOT BE LIABLE FOR (1.) WHETHER IN CONTRACT, WARRANTY, TORT, INDEMNITY, STRICT LIABILITY OR OTHERWISE ARISING DIRECTLY OR INDIRECTLY OUT OF THE PERFORMANCE OR BREACH OF THIS DOCUMENT, INCIDENTAL, INDIRECT, PUNITIVE, SPECIAL, CONSEQUENTIAL DAMAGES INCLUDING LOSS OF USE, LOST PROFITS, ATTORNEYS' FEES, OR DELAY DAMAGES (2.) ANY CLAIM THAT PROPERLY IS A CLAIM AGAINST THE MANUFACTURER OR (3.) ANY AMOUNT EXCEEDING THE AMOUNT PAID TO SELLER FOR THE GOODS WHICH ARE SUBJECT TO CLAIM.

**RETURNS:** No credit for goods returned by Purchaser shall be given without Seller's written authorization. Returns, refused or cancelled orders may be subject to a 20% restocking charge. All sales of custom, specially fabricated or specifically manufactured goods are final and not cancellable or returnable. Returned, cancelled or refused orders may be subject to return freight charges if outside Seller's normal delivery area. No claim for shortage of goods or damage to goods shall be allowed unless Purchaser, within ten (10) days after receipt of shipment, gives Seller written notice of the claim for shortage or damage and in such written notice fully describes the shortage and/or damage alleged. Seller shall not be liable to Purchaser for goods which are damaged or lost while in the possession of a common carrier, and it will be Purchaser's responsibility to recover any and all damage directly from the common carrier. Any change in quantities or destination may result in a price adjustment by Seller. Seller assumes no responsibility whatsoever for Seller's interpretation of plans or specifications provided by Purchaser.

**PAYMENT:** Seller's payment terms are net 30 days. All orders are subject to Seller's continued credit approval. Payment is due in the form of cash, check, credit card, electronic funds transfer, ACH, e-check or money order. Purchaser agrees to pay Seller's invoices at PO BOX 105172 Atlanta, GA 30348-5172 unless otherwise directed in writing by Seller. Purchaser hereby expressly agrees and consents to Seller's presentment of and request for payment of any check or other payment order issued to Seller by Purchaser by any commercially reasonable electronic means in accordance with applicable provisions of the Uniform Commercial Code, and Purchaser further authorizes any bank or other financial institution on which any such order is drawn or through which such order is payable to make payment pursuant to such order directly to Seller or for credit to Seller's account by electronic funds transfer. Seller may apply Purchaser's payment against any open charges at Seller's sole discretion. Past due invoices accrue interest a rate of one and one-half percent (1.5%) per month.

**INDEMNIFICATION:** Purchaser shall indemnify, defend and hold Seller, its officers, directors, employees and agents harmless from any and all costs including attorneys' fees and damages resulting from or related to any third party claim, including Purchaser's employees, complaint and or judgment arising from Purchaser's negligent, intentional, or tortious act or omission. There are no third party beneficiaries to this document. Purchaser and seller are the sole intended beneficiaries of this document.

**COLLECTION, DISPUTES AND TERMINATION:** Purchaser is responsible for Seller's costs and expenses of collection, suit, or other legal action, including all actual attorneys' and paralegal fees, incurred pre-suit, through trial and on appeal. Any cause of action which Seller may have against Purchaser is assignable by Seller. Purchaser waives any and all privileges and rights which Purchaser may have relating to venue. Purchaser and Seller agree that any legal action brought as a result of the business relationship between the parties shall be brought in the venue of the state where the sales from Seller to Purchaser occurred, where payment was made or where Purchaser is located, at Seller's election. All parties waive right to jury trial. If Purchaser fails to comply with these Terms and Conditions of Sale, or Purchaser's credit becomes unsatisfactory in Seller's sole discretion, Seller reserves the right to suspend, cancel, terminate, hold or otherwise restrict any order with or without prior notice to Purchaser. Seller may require different payment terms including cash on delivery, pre-payment prior to delivery, or a deposit of up to 100% of the price for any customized, specially fabricated or manufactured goods. Purchaser certifies that it is solvent and that it will immediately advise Seller if it becomes insolvent. Purchaser agrees to notify Seller in writing of any pending agreement for the purchase of all or substantially all of Purchaser's ownership interest in Purchaser's business thirty (30) days prior to the effective date of any pending sale. When applicable, the terms of Executive Order 11246 and 41 C.F.R. part 60-1 shall apply to any purchase made by Purchaser in reliance on this Document.