



FOR THE PURPOSE OF ESTABLISHING CREDIT ACCOMMODATION WITH YOU, THE FOLLOWING INFORMATION IS PROVIDED.
APPLICATION FOR BUSINESS ACCOUNT

Please print or type.

INFORMATION ABOUT THE APPLICANT:

Estimated Monthly Purchases: \$ _____

Business ("Applicant") Legal Name: _____

Business Street Address: _____

City: _____ **County:** _____ **State:** _____ **Zip:** _____

Office Phone: _____ **Mobile Phone:** _____

Email: _____ **Website:** _____

Date Business Established: _____ **Date Current Ownership Established:** _____

Business's Annual Sales: \$ _____ **No. Employees:** _____

Type of Business: ☐ C-Corporation ☐ S-Corporation ☐ Sole Proprietorship ☐ Partnership ☐ LLC

☐ Other (Describe) _____

Federal Taxpayer ID #: _____ **D&B #:** _____

Have the Applicant or any of its Principals ever filed bankruptcy, or had an involuntary petition for bankruptcy filed? ☐ Yes* ☐ No

Have the Applicant or any of its Principals ever been a defendant to a claim, judgment, tax lien, lawsuit, or pending litigation? ☐ Yes* ☐ No

Have the Applicant or any of its Principals ever defaulted on a loan? ☐ Yes* ☐ No

*If "Yes", please provide complete details on a separate sheet and attach to this Application Form.

INFORMATION ABOUT THE PRINCIPAL(S) OF THE APPLICANT:

Please list below the name(s), title(s), and % ownership, as applicable, of Corporate Officer(s), all Partner(s), or all Owner(s). All principal(s)/partner(s)/owner(s) who own 20% or more of the Company, are requested to provide his/her/their Social Security number(s) below.

PRINCIPAL NAME(S)	POSITION	RESIDENCE ADDRESS & PHONE NO.	% OWNERSHIP	SSN	BIRTHDATE

Check each category below which describes your operation

☐ Plumber (Licensed in the State of _____, # _____)

☐ HVAC Contractor (CDC License # _____)

☐ Government Agency, Municipality

☐ Other (specify) _____

☐ Mechanical Contractor

☐ Kitchen/Bath Remodeler

☐ School, Church

☐ Sewer & Water Contractor

☐ Building Maintenance

☐ General Contractor

☐ Retail Dealer

☐ Manufacturer/OEM

SPECIAL REQUIREMENTS

Do you require a Purchase Order Number on our invoice? ☐ Yes ☐ No

Do you require a Job Number on our invoice? ☐ Yes ☐ No

Is a signature required for delivery? ☐ Yes ☐ No

Will purchases ordinarily be ☐ Taxable ☐ Non-Taxable

NOTE: We are required by law to charge applicable sales and use tax unless you provide a tax exemption certificate.

Delivery Instructions: (Shop Address)

Capitol Group Accounting Emails: Accounts Receivable: ardept@capitolgroupinc.com

Online Payment Tech Support: cg-billtrust@capitolgroupinc.com

FOR CAPITOL GROUP, INC. USE ONLY

Application Received On: _____ Credit Limit Assigned: \$ _____ Business Account Number Assigned: _____

Documents & Information Checked By: _____ On _____ Sales Representative: _____

Application: ☐ Accepted ☐ Rejected By: _____ Branch: _____ Price Class: _____

Sign up to make payments online? ☐ Yes ☐ No - If yes, please provide first and last name and email address _____

What email address(es) would you like your statements and invoices sent to? _____

Do you have any specific purchase restrictions? (e.g. certain employees, no tools, etc.) ☐ Yes ☐ No - If yes, please explain _____

TRADE / BANK REFERENCES				
NAME:	ADDRESS:	ACCT #:	PHONE:	FAX:
NAME:	ADDRESS:	ACCT #:	PHONE:	FAX:
NAME:	ADDRESS:	ACCT #:	PHONE:	FAX:
BANK NAME:	ADDRESS:	ACCT #:	PHONE:	FAX:

By signature below, Applicant requests that Capitol Group, Inc. ("Seller") extend credit to Applicant. If credit is extended, Applicant agrees that it will pay its account pursuant to the terms and conditions set forth below, along with the terms and conditions on Seller's invoice and delivery ticket which are incorporated by reference (together referred to as "TERMS"). In the event Applicant fails to pay its account pursuant to the TERMS, it will also pay to Seller all of Seller's expenses of collection, including any collection agency fees of the unpaid balance, court costs and attorney's fees in the event any portion of the account is placed with an attorney for collection, including any post judgment attorney fees and costs. Applicant also agrees that service charges shall accrue on the unpaid account balance at the maximum rate allowed by law per month, and that accrued service charges will be added each month to Applicant's account balance for purposes of any future calculations of additional service charge that may accrue. Applicant acknowledges and accepts that a service charge will be added to past-due invoices each month in the amount of 2.0% (annual rate of 24.0%).

Applicant agrees that the TERMS represent the only terms under which Seller will extend credit to Applicant. No other terms or conditions, including those on Applicant's Purchase Order, may add to, modify, supersede, or otherwise alter the TERMS without express written approval signed by an authorized representative of the Seller. All other terms or conditions are hereby rejected.

Applicant certifies that it is solvent and capable of meeting its obligations hereunder, and that all information provided to Seller (including Applicant's attached financial statement) is true, accurate and complete. All such information has been submitted for the purpose of obtaining credit. Applicant authorizes Seller make all inquiries deemed necessary including but not limited to pulling consumer credit reports on any owners or principals of the company in order to verify the accuracy of the statements made herein to determine creditworthiness. Applicant also agrees to comply with all applicable bulk sales laws. Applicant agrees that all Terms and Conditions of Sale as may be printed on Seller's invoices, and as may be amended by written notice to Applicant from time to time, shall apply to all sales and extensions of credit made to Applicant by Seller. The undersigned represents and warrants that the information provided is true and complete and that Seller may consider it as continuing to be true and correct until a written notice of change is given to the Seller by the Applicant.

SECURITY INTEREST: To secure payment and performance of all obligations, Applicant hereby grants Seller a Purchase Money Security Interest in all inventory, equipment, and goods distributed by Seller, whenever sold, consigned, leased, rented or delivered, directly or indirectly, to or for the benefit of Applicant by Seller, wherever located, now owned and hereafter acquired including but not limited to all Plumbing, Fixtures, Cabinetry, Tools, Safety Products, Waterworks Products, HVAC Products, PVF Mechanical & Industrial Products accessories and supplies. The security interest extends to all repossessions and returns; and all proceeds from the sale, lease or rental; and all existing or subsequently arising accounts and accounts receivable, chattel paper, general intangibles, and supporting obligations which may from time to time hereafter come into existence during the term of this Security Agreement. Seller's security interest is explicitly limited to outstanding obligations between Seller and Applicant.

Applicant hereby irrevocably consents to the jurisdiction of the Circuit Court of St. Louis County, Missouri or St. Louis City, Missouri for any action arising out of or relating to this Agreement or the relationship between Applicant and Capitol Group, Inc., and agree that venue is proper for any such action in said Courts. Applicant waives any right to a jury trial in the event of any litigation relating to or arising out of this Agreement, or the breach thereof.

WARRANTY: The Applicant's sole and exclusive warranty, if any, is that provided by the Product's Manufacturer. **SELLER MAKES NO EXPRESSED OR IMPLIED WARRANTIES. SELLER HEREBY DISCLAIMS ALL EXPRESSED OR IMPLIED WARRANTIES, WHETHER IMPLIED OR BY OPERATION OF LAW OR OTHERWISE, INCLUDING WITHOUT LIMITATION ALL WARRANTIES OF MERCHANTABILITY AND FITNESS OR FITNESS FOR A PARTICULAR PURPOSE. UNDER NO CIRCUMSTANCES, WILL SELLER BE LIABLE FOR INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND. SELLER'S LIABILITY, IF ANY, SHALL BE LIMITED TO THE NET SALES PRICE RECEIVED BY SELLER.**

By signing this application, I acknowledge that I have read and understand the terms of sale and agree to abide by them.

Name of Applicant: _____

Signature of Authorized Representative: _____

Printed Name and Title: _____



Corporate Headquarters
3125 Cockrell Lane - Springfield IL 62711
Phone: 217.793.4300

PERSONAL GUARANTY

The undersigned ("Guarantors") hereby (1) certify that the information given for the purpose of obtaining is true and correct, (2) authorize Capitol Group, Inc. ("Seller") to obtain such information as may be required concerning this application, and (3) agree that such information shall remain the property of Seller whether or not credit is granted.

In consideration of Seller's opening of an account in the name of Applicant, _____, and Seller's extension of credit by the charging of Applicant's purchases to said account, Guarantors individually, jointly and severally, absolutely and unconditionally guarantee and promise to pay immediately any default which may occur in payment of Applicant's account, together with all of Seller's expenses of collection, including any collection agency fees of the unpaid balance, court costs and attorney's fees in the event any portion of said account is placed with an attorney for collection, including any post judgment attorney fees and costs. Guarantors also agree that Applicant also agrees that service charges shall accrue on the unpaid account balance at the maximum rate allowed by law per month, and that accrued service charges will be added each month to Applicant's account balance for purposes of any future calculations of additional service charge that may accrue.

It is understood that this guaranty shall be a continuing and irrevocable guaranty and indemnity. Guarantors hereby waive notice of default, notice of nonpayment, and any right they may have to require Seller to make any presentment, protest, demand, or notice of any kind to Seller or to the undersigned. Seller shall not be obligated, as a condition to the exercise of its rights under this Guaranty, to first exhaust its remedies against Applicant or against all of the Guarantors; Seller may immediately proceed against any or all of the Guarantors and need not take any action against Applicant or the other Guarantors.

Guarantors hereby irrevocably consent to the jurisdiction of the Circuit Court of St. Louis County, Missouri or St. Louis City, Missouri for any action arising out of or relating to this Agreement or the relationship between Applicant and Capitol Group, Inc., and agree that venue is proper for any such action in said Courts. Guarantors waive any right to a jury trial in the event of any litigation relating to or arising out of this Guaranty, or the breach thereof.

Principal #1 Name (<i>Print or Type</i>)	<i>Social Security Number</i>	Signature of Guarantor (No Corporate Title)	Date
Principal #2 Name (<i>Print or Type</i>)	<i>Social Security Number</i>	Signature of Guarantor (No Corporate Title)	Date
Principal #3 Name (<i>Print or Type</i>)	<i>Social Security Number</i>	Signature of Guarantor (No Corporate Title)	Date
		Witness	Date