



WESTERN
WHOLESALE
SUPPLY

3838 S Yellowstone HWY
Idaho Falls, ID 83402
208-522-0288

5675 S 5th Ave
Pocatello, ID 83204
208-239-0667

CREDIT APPLICATION

Date: _____

Legal Business Name: _____

Mailing Address: _____
Street/PO Box City State Zip

Physical Address: _____

Phone: _____ E-mail: _____

Purchasing Information

Credit Amount Requested (\$): _____

Do you require purchase orders? YES ☐ NO ☐

Accounts Payable Contact: _____
Name Phone E-mail

Principal Officers, Partners and/or Owners

1. Name: _____

Home Address: _____

Driver License # State Issued Social Security Number Date of Birth
Circle One: Owner Partner Officer Title: _____

2. Name: _____

Home Address: _____

Driver License # State Issued Social Security Number Date of Birth
Circle One: Owner Partner Officer Title: _____

Applicant Initials: _____

Business Information

Type of Business: Proprietorship ☐ Partnership ☐ Corporation ☐ LLC ☐

Year in Business: _____ If less than 3 years, please list former business name below

Name: _____

Have any of your principals ever been in personal or business bankruptcy? YES ☐ NO ☐

If yes, list name of Debtor and date of bankruptcy filing: _____

Federal Tax ID Number: _____

Are you a tax exempt entity? YES ☐ NO ☐

If yes, please provide a copy of your **State Tax Resale or Exemption Certificate (ST-101 or Multi-jurisdiction)** with your completed application.

Contractor License Number: _____

Financial Information

1. Name of Bank: _____ Average monthly balance: \$ _____

Contact Name: _____ Phone: _____ E-mail: _____

2. Name of Bank: _____ Average monthly balance: \$ _____

Contact Name: _____ Phone: _____ E-mail: _____

The undersigned authorizes Western Wholesale Supply, Inc. its partners, affiliated entities, and joint venturers (collectively hereafter "Western Wholesale Supply"), to contact the Banks and References listed herein, and authorizes the Banks and References listed herein to verify the information contained herein.

The undersigned understands that the information furnished in this Credit Application is for the purpose of obtaining credit from Western Wholesale Supply and Western Wholesale Supply shall rely upon the information contained herein; and the undersigned warrants and represents that the information contained herein is true, accurate and complete. The undersigned agrees and acknowledges that any and all purchases from Western Wholesale Supply are subject to the Terms and Conditions of Credit Agreement, attached hereto and incorporated herein.

This Credit Application may only be signed by an officer, partner or owner identified above of the Customer. The undersigned has read and fully understand(s) the foregoing Credit Application, and is duly authorized to bind the Customer to the terms and conditions of this Credit Application.

Customer legal business name: _____

By: _____
Signature

Printed Name

Title

Date:

By: _____
Signature

Printed Name

Title

Date:

Applicant Initials: _____

TERMS AND CONDITIONS OF CREDIT AGREEMENT

The Customer identified on page 1 hereof (hereinafter referred to as "Customer") hereby makes this Credit Application ("Application") for credit from Western Wholesale Supply, Inc., and/or its partners, affiliated entities, and joint venturers (collectively hereafter "Western Wholesale Supply") and in making this Application, agrees to be bound by all the terms and conditions contained in the Application, any documents referenced in this Application, or any supplements to this Application. The Customer, by execution of this Application, represents that the statements furnished to Western Wholesale Supply are true and correct and does hereby expressly agree that all purchases made or to be made from Western Wholesale Supply shall be according to the terms and conditions of Western Wholesale Supply.

The Customer agrees and authorizes Western Wholesale Supply to deliver goods, products, services, materials, supplies, wares and merchandise ("Goods") with or without a signed written receipt for items delivered to job sites and/or other locations the Customer directs. Customer further agrees to pay for items delivered with or without written receipt.

All Goods are assumed received in the condition as ordered unless exception is noted on delivery ticket. Western Wholesale Supply will, therefore, not accept damaged and/or nonconforming Goods for credit and/or refund and/or replacement unless noted on original delivery ticket and a written notice of nonconforming Goods is delivered to Western Wholesale Supply within five (5) days of the date of delivery. If exception is noted and notice is timely given as required herein, then Customer's sole and exclusive remedy for such nonconforming Goods is replacement of the nonconforming Goods, or refund of the purchase price of nonconforming Goods, at Western Wholesale Supply's sole discretion. Western Wholesale Supply will not accept any returns of Goods after thirty (30) days from delivery date. Goods picked up by Customer at Western Wholesale Supply's warehouse or at any of our locations must be inspected prior to removal from Western Wholesale Supply's location, and cannot be returned as damaged or nonconforming. Special order items when shipped as ordered are non-returnable and nonrefundable, unless damaged and/or nonconforming and exception noted and notice given as provided above. Returned Goods may be subject to a 15% restocking fee, which may be deducted from any refund due. Western Wholesale Supply is not in any way obliged to accept any damaged, mutilated, altered or otherwise "not suitable for resale" merchandise.

WESTERN WHOLESALE SUPPLY HEREBY EXPRESSLY DISCLAIMS ANY AND ALL IMPLIED OR STATUTORY WARRANTIES, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR ANY WARRANTY RESPECTING THE SUITABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR USE OF ANY AND ALL GOODS. ANY AND ALL WARRANTIES ARISING OUT OF OR RELATED TO THIS CREDIT APPLICATION, SALE OF THE GOODS OR THE GOODS RUN TO CUSTOMER ONLY, AND MAY NOT BE RELIED UPON BY ANY CUSTOMER OF CUSTOMER OR ANY THIRD PARTY. Customer shall not, in any event be entitled to, and Western Wholesale Supply shall not be liable for, any indirect, special, incidental or consequential damages of any kind arising out of or related to the Goods, and defect, deficiency, damages or nonconformity of the Goods, any purchase, sale, failure to deliver or untimely delivery of the Goods, this Credit Application, or any alleged breach hereof, including but not limited to any delay damages, liquidated damages, expediting or acceleration costs, claims for loss of use, lost profits, or increased expenses of operation or work stoppage. Western Wholesale Supply's liability for damages, if any, whether based on Western Wholesale Supply's negligence, breach of contract or otherwise, and no matter by whom asserted, shall not exceed the price of the particular Goods with respect to which such damages are claimed. Furthermore, Western Wholesale Supply's liability is limited to providing a reasonable credit and/or allowance in respect to such Goods, or replacement of the Goods specified on the invoice in which the Goods were originally billed. Customer shall indemnify Western Wholesale Supply for any claims and/or proceeding by Customer, or customers of the Customer, or any other party seeking damages beyond the scope of Western Wholesale Supply's liability as stated in this paragraph.

UNLESS OTHERWISE AGREED UPON, WESTERN WHOLESALE SUPPLY'S PAYMENT TERMS ARE NET 30 DAYS FROM THE INVOICE DATE. ALL INVOICES AND PAYMENTS FOR MATERIALS ARE DUE THE 30TH DAY FOLLOWING THE INVOICE DATE OF THE GOODS BILLED, AND NO LATER. IF NOT PAID ON OR BEFORE SAID DUE DATE THEN WESTERN WHOLESALE SUPPLY SHALL BE ENTITLED TO RECOVER INTEREST FROM CUSTOMER ON THE UNPAID PAST DUE AMOUNT AT 2% MONTHLY, OR 24% PER ANNUM, BUT NOT TO EXCEED THE MAXIMUM RATE ALLOWED BY APPLICABLE LAW until paid, and/or suspend Customer's account, and the Customer shall be obligated to pay all costs and expenses incurred by Western Wholesale Supply in collecting any past due amounts and delinquencies, including but not limited to costs, expenses, and/or attorneys' fees. Payment is to be made to 3838 S. Yellowstone HWY, Idaho Falls, ID 83402. Furthermore, each purchase of Goods is subject to and each invoice is due and payable in accordance with all the terms and conditions of this Credit Application and such invoice. This Credit Application shall govern and control each purchase of Goods, notwithstanding any contrary or inconsistent or supplemental terms and conditions in any purchase order, confirmation, or any other instrument prepared by the Customer, its employee, and/or agents, and any such contrary or inconsistent or supplemental terms and conditions are hereby rejected. Western Wholesale Supply may at any time, and from time to time, modify in writing signed by an authorized representative of Western Wholesale Supply the limits of credit available to the Customer and the terms and conditions upon which credit accommodations will be extended to the Customer.

WESTERN WHOLESALE SUPPLY IS HEREBY AUTHORIZED AT ANY TIME, AND FROM TIME TO TIME, TO GENERATE AND/OR OBTAIN ONE OR MORE CREDIT AND/OR INVESTIGATIVE REPORTS FROM CREDIT REPORTING AGENCIES AND/OR OTHERS REGARDING THE CUSTOMER. The Customer agrees that the continued solvency of the Customer is a precondition to any extension of credit made by Western Wholesale Supply to the Customer. On request the Customer agrees to provide Western Wholesale Supply a sworn statement representing that the Customer is and remains solvent. Customer hereby grants to Western Wholesale Supply a security interest in any and all Goods purchased hereunder as security for Customer's payment and other obligations hereunder, and Customer agrees to execute such financing statements or other documentation as reasonably requested by Western Wholesale Supply to evidence and perfect such security interest.

A faxed or emailed copy of this Credit Application shall and may be treated as an original. Customer agrees that electronic signatures and e-mail correspondence shall have the same force and effect as original documents. Customer agrees that this transaction bears a reasonable relation to the State of Idaho. This Credit Application shall be governed by and construed in accordance with the laws of the State of Idaho, notwithstanding otherwise applicable conflict of law principles, and venue for any action arising out of or related to this Credit Application, the Goods or any purchase or sale of Goods shall be in Bonneville County, Idaho, and **CUSTOMER HEREBY EXPRESSLY WAIVES THE RIGHT TO A TRIAL BY JURY IN ANY SUCH ACTION**, to the fullest extent permitted by applicable law. If the foregoing choice of law and/or venue provisions are invalid or unenforceable for any reason, then this Credit Application shall be governed by and construed in accordance with the laws of the State of, and/or venue shall lie in the county of, as applicable, Western Wholesale Supply's warehouse or other location where the Goods are picked up by Customer, or if the Goods are not picked up by Customer, then the laws of the State and/or venue in the county, as applicable, where the Goods are delivered.

This Credit Application and each invoice constitute the entire agreement between the parties hereto, and it is expressly understood and agreed that there are no agreements, warranties, representations or promises by and between said parties, except as aforesaid, and that any additions thereto or changes shall be in writing signed by the parties. If for any reason any term or provision is unenforceable or invalid, such provisions shall be deemed severed from the Credit Application or invoice, and the remaining terms and provisions shall be carried out with the same force and effect as if the severed provision had not been part of the agreement. Failure by Western Wholesale Supply in any instance to insist upon observance or performance by Customer shall not be deemed a waiver by Western Wholesale Supply of any such observance or performance or any breach. No waiver will be binding upon Western Wholesale Supply unless in writing, and then will be for the particular instance only. The State and/or Customer Specific Addendum, if any, signed by Western Wholesale Supply and Customer, is incorporated herein and made a part hereof for all purposes.

Applicant Initials: _____

PERSONAL GUARANTY

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, the undersigned(s) Guarantor(s) do severally and unconditionally guarantee and agree to pay Western Wholesale Supply, Inc., its partners, affiliated entities, and joint venturers (collectively hereafter "Western Wholesale Supply") at 3838 S Yellowstone HWY, Idaho Falls, ID 83402, or any of such entity's or person's respective assigns, any and all indebtedness or other liability of every kind and character, without limit as to an amount, which _____ (Customer/Debtor) may now or at any time owe Western Wholesale Supply by reason of purchase from Western Wholesale Supply of goods, materials, products, wares, merchandise, or supplies and services of any kind and attorneys' fees and other collection costs (jointly and severally referred to as the "Debt").

Guarantor(s) hereby severally waive notice of acceptance of this guarantee and all other notices in connection herewith or in connection with the Debt guaranteed hereby, and waive diligence, presentment, protest, and suit on the part of Western Wholesale Supply in the collection of any Debt hereby guaranteed, and agree that Western Wholesale Supply shall not be required to first endeavor to collect from Customer/Debtor any Debt hereby guaranteed, or to foreclose, proceed against or exhaust any collateral or security for any Debt hereby guaranteed, before requiring Guarantor(s) to pay the full amount of the liability hereby created. Suit may be brought and maintained against any one of or more of the undersigned Guarantor(s), each of which are jointly and severally liable to Western Wholesale Supply for any Debt, at the election of Western Wholesale Supply without joinder of Customer/Debtor or the other undersigned Guarantor(s) as parties thereto.

If any of the sum due to Western Wholesale Supply by Guarantor(s) here under is placed in the hands of an attorney for collection, or is collected through probate, bankruptcy, or other court proceeding, then the undersigned Guarantor(s) promise to pay Western Wholesale Supply its reasonable attorneys' fees for such collection, which in any event shall not be less than ten percent (10%) of the amount of the indebtedness thereupon collected. Should the status of the Customer/Debtor change through merger, consolidation, or otherwise, this agreement shall continue and shall cover Debt under the new status.

This is a continuing guarantee, and shall apply to and cover all Debt and renewals thereof abovementioned or described. Any Guarantor may terminate his respective liability hereunder by written notice that he will not be liable for any Debt created or arising after such notice (which notice shall not be deemed to have been given until actually received by Western Wholesale Supply). This obligation of all Guarantor(s) who shall not have given such notice, however, shall as to all Debt created, incurred or arising after the giving of such notice, remain and continue as if such Guarantor(s) had been the only Guarantor(s) signing this instrument. If any Guarantor(s) dies or becomes incapacitated, his estate shall be bound hereby until his personal representative shall give such notice. Such notice shall not be effective as to existing Debt made before such notice of termination.

Each Guarantor shall remain liable for the Debt even though the Debt shall be unenforceable against or uncollectible from the Customer/Debtor or any other person because of incapacity, lack of power or authority, discharge, or any other reason. Western Wholesale Supply may assign its rights hereunder in whole or in part, and upon any such assignment all the terms and provisions of this Personal Guaranty shall inure to the benefit of such assignee, to the extent so assigned. This agreement shall bind Guarantor(s) and their respective heirs, administrators, personal representatives, successors, and assigns. Each Guarantor shall include all genders, and the singular shall include the plural, and the plural the singular, as the context shall require.

Guarantor(s) agree that this transaction bears a reasonable relation to the State of Idaho. To the fullest extent permitted by applicable law, this agreement is made under and shall be governed by, and construed in accordance with the laws of Idaho, notwithstanding otherwise applicable conflict of law principles, and is performable in Bonneville County, Idaho, and venue for any action arising out of or related to this agreement shall be in Bonneville County, Idaho. If the foregoing choice of law and/or venue provisions are invalid or unenforceable for any reason, then this Personal Guaranty shall be governed by and construed in accordance with the laws of the State of, and/or venue shall lie in the county of, as applicable, Western Wholesale Supply's warehouse or other location where the goods, materials, products, wares, merchandise, or supplies are picked up by Customer/Debtor, or if not picked up by Customer/Debtor, then the laws of the State and/or venue in the county, as applicable, where the goods, materials, products, wares, merchandise, supplies or services are delivered, to the fullest extent permitted by applicable law. Western Wholesale Supply is relying and is entitled to rely upon any and all of the provisions of this agreement. If any provision or provisions of this instrument shall be held to be invalid, unenforceable or ineffective, then such provision or provisions shall be deemed stricken from this agreement, and all other provisions shall continue in full force and effect notwithstanding.

The undersigned duly consent(s) to Western Wholesale Supply obtaining a "Consumer Credit Report" for the purpose of evaluating the creditworthiness of the Guarantor(s) in connection with this Personal Guaranty and the Customer/Debtor's Credit Application for business credit. Guarantor(s) understand(s) and acknowledge(s) that they/he/she are personally liable for payments of the Debt described herein, including but not limited to invoices for products, wares, merchandise, supplies, services, goods, materials, and/or labor provided by Western Wholesale Supply to the Customer/Debtor.

Executed this _____ day of _____, 20 _____

Signature of Guarantor	Guarantor's Printed Name		
Guarantor's Address Street/PO Box	City	State	Zip
Guarantor's Social Security Number	Today's Date		
Guarantor's Driver's License Number	State Issued	Guarantor's Date of Birth	
Signature of Guarantor	Guarantor's Printed Name		
Guarantor's Address Street/PO Box	City	State	Zip
Guarantor's Social Security Number	Today's Date		
Guarantor's Driver's License Number	State Issued	Guarantor's Date of Birth	

Applicant Initials: _____