



CREDIT APPLICATION

Mid-City Supply's Mission Statement

Mid-City Supply is a provider of quality products and services for the residential and commercial plumbing, heating, refrigeration and industrial markets.

Mid-City Supply is committed to serving our customers, making it easy for them to do business with us, and putting their needs first in everything we do.

Mid-City Supply provides its Associates with an environment in which they can grow, develop, and advance towards their own personal goals.

Mid-City Supply is committed to providing all of its stakeholders a return on their investments, while reinvesting in the company, Associates, the industry, and the community in which we work.

940 Industrial Parkway
Elkhart, IN 46516
(574) 294-5551
FAX (574) 293-2847 (Sales)

1750 North Oak Drive
Plymouth, IN 46563
(574) 936-4400
FAX (574) 935-4483

2029 Ironwood Circle
South Bend, IN 46635
(574) 272-4400
FAX (574) 272-4559

1501 East Second Street
Michigan City, IN 46360
(219) 879-4491
FAX (219) 879-3350

2304 Port Sheldon
Jenison, MI 49428
(616) 669-0448
FAX (616) 669-0561

1610 W. Center Street
Warsaw, IN 46580
(574) 267-3693
FAX (574) 267-7578

9946 Miller Drive
Galesburg, MI 49053
(269) 200-5500
FAX (269) 200-5501



WHOLESALE DISTRIBUTORS
PLUMBING – HEATING – INDUSTRIAL SUPPLIES – A/C & REFRIGERRATION

BILLING/ SHIPPING INFORMATION

Date: _____
Individual/ Company Name: _____
Street Address: _____
City/ County: _____ State: _____ Zip: _____
Mailing Address: _____
City/ County: _____ State: _____ Zip: _____
Business Phone: (____) _____ Fax: (____) _____ Cell: (____) _____
Email: _____

YOUR COMPANY'S PROFILE

Type of Business: _____ Years in Business: _____ No. of Employees: _____
Accounts Payable Contact Name: _____ Purchasing Contact Name: _____
 Proprietorship Limited Liability Company Partnership Corporation
Federal ID #: _____

PRINCIPALS AND/ OR OFFICERS

1. Name: _____ Title: _____ Social Security #: _____
Street Address: _____
City: _____ State: _____ Zip: _____ Home Phone: (____) _____
2. Name: _____ Title: _____ Social Security #: _____
Street Address: _____
City: _____ State: _____ Zip: _____ Home Phone: (____) _____
3. Name: _____ Title: _____ Social Security #: _____
Street Address: _____
City: _____ State: _____ Zip: _____ Home Phone: (____) _____

Were any of the principals in business before Yes No If yes, please give name of business and reason for discounting: _____

Is the buyer currently or has the buyer filed a Voluntary or had an Involuntary Insolvency Proceeding filed against him/ her within the last 14 years? Yes No Are you currently a party to any lawsuit, or are there any outstanding judgments against the buyer? Yes No If the answer is yes to either, please explain on a separate sheet.

TERMS AND CONDITIONS:

It is agreed the buyer will pay all invoices within stated terms and agrees to all terms contained in invoices supplied by seller as maybe amended from time to time. In the event payment is not timely made, the buyer also agrees to pay a time-price differential charge (service charge) of the lesser of 2% per month (24% per annum) or the maximum lawful rate on all overdue amounts, and to pay all collection costs incurred by seller in enforcement of the terms and conditions of this agreement, including court costs, actual reasonable attorney's fees and collection agency fees, within the standards of the industry, but not less than 25% of the unpaid amount of the principal and accumulated service charge all without relief from valuation and appraisal laws.

If legal action becomes necessary by either buyer or seller, the buyer agrees that this or any contemporaneous or subsequent agreement will be governed as to validity, interpretation, construction, effect and all other respects by laws of the State of Indiana. Buyer further agrees that in the event legal action becomes necessary by either buyer or seller, jurisdiction and preferred venue shall remain in Elkhart County, in the State of Indiana. Buyer further agrees that any line of credit desired or approved is not a limitation of liability, and the undersigned expressly agrees that it will be responsible for valid charges in excess of a line of credit either desired or approved.

Having obtained all necessary authority, the undersigned authorizes seller and its agents, attorneys and employees to investigate the credit standing, financial circumstances and responsibility of buyer and all owners, partners, and/or officers listed on the reverse side hereof, and authorizes and instructs all persons having information concerning buyer's credit standing, financial circumstances and responsibility to release such information to seller, its agents, attorneys or employees. This includes without limitation, authorization for seller and its agents, attorneys and employees to request, obtain, and use for all purposes which seller deems necessary, a copy of any credit bureau or consumer credit report for the entities/persons listed herein at any time.

The buyer further grants to seller a security interest in buyer's equipment, contract rights, inventories, receivables and proceeds of sales as collateral to secure the buyer's performance of all obligations. The buyer hereby appoints any employee, agent, or attorney of seller as buyer's attorney in fact to endorse and file on behalf of buyer any UCC 1 form to perfect or record the security interest.

All of the information supplied by buyer is correct to the best of the knowledge of the undersigned, and the buyer understands that all goods or services purchased from seller are subject to all terms and conditions contained in this credit application and agreement and all other terms and conditions contained on any of the seller's invoices.

Buyer's Signature _____ Title _____ Date _____

Unconditional Guaranty:

In consideration of the extension of credit to _____ ("debtor") by Mid-City Supply ("creditor"), and for good and valuable consideration, the receipt of which is hereby acknowledged, the undersigned, jointly and severally, "if applicable", guarantee the full and prompt payment when due, whether by acceleration or otherwise, of all past, present and future indebtedness, obligations and liabilities of the debtor to the creditor, whether direct or indirect, joint or several, absolute or contingent, including all costs of collection, interest, and attorney's fees ("obligations").

The undersigned waives acceptance of the Guaranty and further waives all notices and demands of any kind, including, but not limited to, all demands of payments and notices of nonpayment, presentment, protest and dishonor of any of the Obligations by the Debtor.

The undersigned further waives all notices and, specifically, hereby consents to any extensions of credit, acceleration, modification, immaterial alterations, material alterations, amendments or changes of terms of any agreements concerning the Obligations, including, but not limited to, any extensions or renewals of the Obligations or change of the rate of interest therefrom and any notices, the acceptance of any partial payments or the release or transfer of any collateral for the payment of the Obligation.

The undersigned also waives any claim, right, or remedy which such guarantor may now have or hereafter acquire against the debtor that arises hereunder and/or from the performance by the guarantor hereunder including, without limitation, any claim, remedy, or right of subrogation, reimbursement, exoneration, contribution, indemnification, or participation in any claim, right, or remedy of secured party against the debtor or any security which secured party now has or hereafter acquires, whether or not such claim, right or remedy arises in equity, under contract, by statute, under common law or otherwise.

Guarantor and Co-Guarantor, if applicable, authorizes creditor to investigate Guarantor's and Co-Guarantor's personal credit standing, financial circumstances and responsibility and authorizes and instructs all persons having information concerning Guarantor's or Co-Guarantor's credit standing, financial circumstances and responsibility to release such information to creditor, its agents, attorneys or employees. This includes, without limitation, authorization for seller and its agents, attorneys and employees to request, obtain, and use for all purposes which creditor deems necessary, a copy of any credit bureau or consumer credit report for the Guarantor and Co-Guarantor at any time.

This guaranty is a continuing guaranty of payment, and shall inure to the benefit of Creditor from the date hereon and shall remain in full force and effect until written notice of termination thereof has been received by Creditor by certified mail. Termination of the guaranty by the undersigned shall not affect any of the guarantor's obligations hereunder with respect to indebtedness incurred prior to the termination.

No delay on the part of the Creditor in exercising any of the Creditor's options, powers or rights, or partial or single exercise thereof shall constitute a waiver thereof. All of the Creditor's rights are cumulative and alternative. Whenever possible, each provision of this guaranty shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this guaranty shall be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition without invalidating the remainder of the provision or the remaining portions of this guaranty. This Guaranty shall inure to the benefit of the Creditor and its successors and assigns and shall be binding upon the successors and assigns, jurisdiction and preferred venue shall remain in Elkhart County, state of Indiana.

In Witness Whereof, this document is executed on the _____ day of _____, 20 _____

Guarantor (Personal Signature Only) Co-Guarantor (Personal Signature Only)

Home Address _____



WHOLESALE PLUMBING & HEATING SUPPLIES

940 INDUSTRIAL PARKWAY • ELKHART, INDIANA 46516 • (574) 294-5551

CREDIT POLICY OF MID-CITY SUPPLY COMPANY, INC.

1. To our approved customers, we sell on open account. Our standard terms are Net End of Month Prox.
2. If your account becomes past due, it is subject to being placed on Credit Hold. Should this happen, no orders will be shipped nor will new orders be accepted until the past due balance is paid, or acceptable arrangements are made to clear the past due balance.
3. If your account becomes ninety(90) or more days past due, it is subject to being placed with an outside collection agency or local attorney. Per the Terms and Conditions of the open account, all cost of collection is the responsibility of the debtor.
4. If your account becomes past due, please call us. We will do our best to work with you in resolving any problems you may have in paying your account. Your continued goodwill is important to us.
5. If you receive a monthly statement, please review it and notify us if you find a discrepancy. We will make every effort to resolve any discrepancies as quickly as possible.
6. Authorization must be obtained prior to all returns. A packing slip must accompany all returned product.
7. Returns are subject to a restocking fee. Returns are not allowed on special order items.
8. Past due balances are subject to a service charge of 2% per month
9. Your account will be charged sales tax unless a valid state tax exemption certificate is received by Mid-City Supply Company, Inc. To ensure that sales tax is not charged in error, please make sure your certificate is on file prior to any shipments.

I have read the above Credit Policy, and agree to abide by and be bound by the terms of this policy.

Company Name: _____

Authorized Signature: _____

Title: _____ Date: _____

Main Office:

940 Industrial Parkway
Elkhart, IN 46516
(574) 294-5551
FAX (574) 293-2847 (Sales)
FAX (574) 295-4675 (Admin)

Branches:

1501 East Second St.
Michigan City, IN 46360
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2029 Ironwood Circle
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9946 Miller Road
Galesburg, MI 49053

Indiana Department of Revenue
General Sales Tax Exemption Certificate

Indiana registered retail merchants and businesses located outside Indiana may use this certificate. The claimed exemption must be allowed by Indiana code. Exemption statutes of other states are not valid for purchases from Indiana vendors. **This exemption certificate can not be issued for the purchase of Utilities, Vehicles, Watercraft, or Aircraft.** Purchaser must be registered with the Department of Revenue or the appropriate taxing authority of the purchaser's state of residence.

Sales tax must be charged unless all information in each section is fully completed by the purchaser. Purchasers not able to provide all required information must pay the tax and may file a claim for refund (Form GA-110L) directly with the Department of Revenue.

Section 1 (print only)

Name of Purchaser _____

Business Address _____ City _____ State _____ Zip _____

Purchaser must provide minimum of one ID number below.*

Provide your Indiana Registered Retail Merchant's Certificate
TID and LOC Number as shown on your Certificate..... _____ - _____
TID# (10 digits) LOC# (3 digits)

If not registered with the Indiana DOR, provide your State Tax
ID Number from another State..... _____ - _____
State ID# State of Issue

***See instructions on the reverse side if you do not have either number.**

Section 2

Is this a blanket purchase exemption request or a single purchase exemption request? (check one)

Description of items to be purchased. _____

Section 3

Purchaser must indicate the type of exemption being claimed for this purchase. (check one or explain)

Sales to a retailer, wholesaler, or manufacturer for **resale** only.

Sale of manufacturing machinery, tools, and equipment to be used directly in direct **production**.

Sales to **nonprofit organizations** claiming exemption pursuant to Sales Tax Information Bulletin #10.
(May not be used for personal hotel rooms and meals.)

Sales of tangible personal property predominately used (greater than 50 percent) in providing **public transportation** - provide USDOT#. A person or corporation who is hauling under someone else's motor carrier authority, or has a contract as a **school bus operator**, must provide their SS# or FID# in lieu of a State ID# in Section #1. USDOT# _____

Sales to persons, occupationally engaged as farmers, to be used directly in production of **agricultural** products for sale.
Note: A farmer not possessing a State Business License# may enter a FID# or a SS# in lieu of a State ID# in Section #1.

Sales to a **contractor** for exempt projects (such as public schools, government, or nonprofits).

Sales to **Indiana Governmental Units** (agencies, cities, towns, municipalities, public schools, and state universities).

Sales to the **United States Federal Government** - show agency name. _____
Note: A U.S. Government agency should enter its Federal Identification Number (FID#) in Section #1 in lieu of a State ID#.

Other - explain. _____

Section 4

I hereby certify under the penalties of perjury that the property purchased by the use of this exemption certificate is to be used for an exempt purpose pursuant to the State Gross Retail Sales Tax Act, Indiana Code 6-2.5, and the item purchased is not a utility, vehicle, watercraft, or aircraft.

I confirm my understanding that misuse, (either negligent or intentional), and/or fraudulent use of this certificate may subject both me personally and/or the business entity I represent to the imposition of tax, interest, and civil and/or criminal penalties.

Signature of Purchaser _____ Date _____

Printed Name _____ Title _____

The Indiana Department of Revenue may request verification of registration in another state if you are an out-of-state purchaser.
Seller must keep this certificate on file to support exempt sales.

Form ST-105
General Information and Instructions

All four (4) sections of the ST-105 must be completed or the exemption is not valid and the seller is responsible for the collection of the Indiana sales tax.

Section 1 Instructions

- A) **This section requires an identification number.** In most cases this number will be an Indiana Department of Revenue issued Taxpayer Identification Number (TID# - see note below) used for Indiana sales and/or withholding tax reporting. If the purchaser is from another state and does not possess an Indiana TID#, a resident state's business license, or State issued ID# must be provided.
- B) **Exceptions** - For a purchaser not possessing either an Indiana TID# or another State ID#, the following may be used in lieu of this requirement.
- Federal Government** – place your FID# in the State ID# space.
- Farmer** – place your SS# or FID# in the State ID# space.
- Public transportation haulers** operating under another motor carrier authority, or with a contract as a school bus operator, must indicate their SS# or FID# in the State ID# space.
- Nonprofit Organization** – must show its FID# in the State ID# space.

Section 2 Instructions

- A) Check a box to indicate if this is a single purchase or blanket exemption.
- B) Describe product being purchased.

Section 3 Instructions

- A) Purchaser must check the reason for exemption.
- B) Purchaser must be able to provide additional information if requested.

Section 4 Instructions

- A) Purchaser must sign and date the form.
- B) Printed name and title of signer must be shown.

Note: The Indiana Taxpayer Identification Number (TID#) is a ten (10) digit number followed by a three (3) digit LOC#. The TID# is also known as the following:

- a) Registered Retail Merchant Certificate
- b) Tax Exempt Identification Number
- c) Sales Tax Identification Number
- d) Withholding Tax Identification Number

The Registered Retail Merchant Certificate issued by the Indiana Department of Revenue shows the TID# (10 digits) and the LOC# (3 digits) at the top right of the certificate.