

# WinSupply Commercial Credit Application



Return the completed and signed application to your Local Company, OR send via:  
 Fax: 877-321-6699, Email: help@wincca.com, or Mail: WinSupply Commercial Charge Program, PO Box 17825, Portland, ME 04112  
 Danbury Winair Co \* 558 Federal Rd. Brookfield, CT 06804 \* Phone:(203)885-0627 \* Fax:(203)740-2441

## Company Information

Company's Legal Name	Doing business as (DBA), if different from Legal Name		
Physical Address (Street Required)	City	State	Zip
Telephone	Fax	Company Website	
Billing Contact (First, MI, Last)	Email Address	Cell/Mobile	
Billing Address (if different from above)	City	State	Zip
Fed Employer ID Number (Tax ID)	Business Start Date	If incorporated, State	If incorporated, Date
	Annual Sales	# of Employees	
Business Type: <input type="checkbox"/> Corporation <input type="checkbox"/> Government <input type="checkbox"/> LLC/Limited Liability Partnership <input type="checkbox"/> General Partnership <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Other: _____			
Is your business tax exempt? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, please provide each Local Win Company at which you purchase with your Tax Exempt form			

<b>REQUESTED CREDIT LIMIT</b> \$	Estimated Monthly Usage \$ _____	Is a Purchase Order or Job Name required with account purchases? <input type="checkbox"/> Yes <input type="checkbox"/> No
	# of Purchasers _____	Name #1 _____ Name #2 _____

**PURCHASER TRANSACTION LIMITS WILL DEFAULT TO THE APPROVED CREDIT LIMIT, TO CUSTOMIZE VISIT WWW.WINCCA.COM**  Additional names are attached

## Principals/Ownership (includes Officers, Partners, Directors, or Proprietor)

Name (First, MI, Last)	Title	Ownership %
Home Address	City	State Zip
Name (First, MI, Last)	Title	Ownership %
Home Address	City	State Zip
Name (First, MI, Last)	Title	Ownership %
Home Address	City	State Zip

## Parent Company (if applicable)

Company's Legal Name	Address	City	State
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## Public Filings

Has the Applicant, or any principals involved in the company, ever filed for protection under bankruptcy laws?  Yes  No  
 If yes, please explain: \_\_\_\_\_

## Bank References (include deposit accounts and loans/lines of credit, if applicable)

Bank Name	Contact Person	Telephone	Fax
Address	City	State	Account #s
Bank Name	Contact Person	Telephone	Fax
Address	City	State	Account #s

## Trade References

Vendor's Name	Contact Person	Telephone	Fax
Address	City	State	Account #s
Vendor's Name	Contact Person	Telephone	Fax
Address	City	State	Account #s
Vendor's Name	Contact Person	Telephone	Fax
Address	City	State	Account #s

<b>LOCAL COMPANY USE ONLY</b>	Local Win Company Name	Contact	Win Co.#
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**WINSUPPLY COMMERCIAL CHARGE ACCOUNT AGREEMENT**

**1. DEFINITIONS:** In this Agreement, the words "you" and "your" refer to the person or entity that signs the Application or on whose behalf the Application is signed. "We", "us" and "our" refer to BlueTarp Financial, Inc., One Monument Square, Suite 800, Portland, ME, 04101 and any assignee to which this Agreement and/or the indebtedness hereunder is assigned. "Account" means the commercial charge account with us established by this Agreement and which shall be used for the purchase of merchandise and/or services from any merchant who accepts the Account (referred to herein as "Seller") for your business use. **BlueTarp does not sell goods or services and is solely in the business of lending money to you to finance your purchases from Sellers.** BlueTarp does not warrant good or services that you obtain from Sellers. The WinSupply PrizePoints Program sponsored and administered by WinSupply, Inc. is described in, and governed by, separate documentation.

**2. PROMISE TO PAY:** You may buy from the Seller merchandise (including any related services) described in the sales invoice(s) for the cash price(s) shown on such invoice(s). By signing this Agreement and/or using the Account, you have requested that we establish this Account and that we permit you to make purchases from Seller on credit under the terms of this Agreement. If you elect to use the Account, you agree to pay for all purchases and all charges mentioned below, according to the terms of this Agreement. You agree that your promise to pay will apply to all purchases made by any of you (including any person named on the Account, authorized users, or anyone under your control, including your employees) whether or not the purchase was in fact authorized by and for the benefit of the Applicant. You also agree to be responsible for any unauthorized use of the Account. You and any Personal Guarantor understand and agree that your obligation and the obligation of any Personal Guarantor to pay all amounts owing under this Agreement and otherwise to perform the terms and conditions of this Agreement and any related guaranty are absolute and unconditional.

**3. BUSINESS PURPOSE:** You agree that this Account shall be used only for purchases for commercial or business purposes, and not for personal, family, or household purposes. You agree that a breach by you of this "Business Purpose" section will not affect our right to enforce your promise to pay for the credit extended to you, including related charges, or to use any remedy legally available to us even if that remedy would not have been available had the Account been established as a consumer credit account.

**4. CREDIT LINE; PAYMENTS:** A credit line will be assigned to your Account. This line includes all unpaid purchases, whether billed or unbilled. We may at any time change your credit limit. If, as you use your Account, you find your credit line to be inadequate, please call 1-866-258-8277. Your Account billing cycle is closed on the 25th of the month. All purchases and fees charged to this Account during a monthly billing period will be shown on the Statement for that period. Statements are mailed and posted to your secure web account. Payment of the entire balance (the "New Balance") is due in full by the 20th day of the month (the "Payment Due Date"). You may pay your Account by check, Online Payment or Electronic Funds Transfer ("EFT"). EFT authorizes us to automatically deduct funds from your chosen bank account. Any payments received after 4:00 p.m. on any business day, or on any day other than a business day, will be credited on the next business day. You agree that if you make a payment by check, we may convert it to an electronic debit to your bank account on which the check was drawn.

**5. EXTENDED TERMS:** Account holders may request up to two (2) thirty-day extension periods to pay invoices and each approved extension period will incur a 0.75% transaction fee (provided, however, that such fees may not exceed the maximum amount permitted by law). Approved requests will only apply to transactions occurring after the approval date (i.e., prior approval is required).

**6. LATE PAYMENT FEE:** In the event that we do not receive your payment of the entire New Balance within five (5) days after the Payment Due Date, you will be in default and we will charge a Late Payment Fee of \$29.00 and a Finance Charge on the delinquent balance less any unpaid Late Payment Fees ("Delinquent Balance"). The Finance Charge will be calculated by applying a rate of 1.50% per month (annualized rate 18%), to the Delinquent Balance. The Late Payment Fee and Finance Charge, or, if less, the maximum finance charge and late fee permitted under the law, will be added to your Account balance at the end of each monthly billing cycle while your default continues, except that no Finance Charges will be imposed in the billing cycle in which your default is cured by repayment of all amounts owing on your Account.

**7. RETURNED CHECK FEE:** We may impose a Returned Check Fee of \$25 (or such lesser amount as is permitted by law) if any check or other instrument sent to us, or any electronic payment authorization you provide us in payment on your Account, is not honored upon first presentment, even if the check, instrument or electronic authorization is later honored.

**8. ACCOUNT INFORMATION:** Your Account will enable you to access certain purchase information via our Web site and other media such as automated telephone service. You agree to follow our security procedures and to keep your password secret. You are responsible for any losses or unauthorized access to your data that results from you or your employee breaking security procedures. We use reasonable efforts to provide prompt and accurate sales transaction data; we are not responsible for any errors in such data.

**9. TERMINATION/CHANGE IN TERMS:** You may at any time terminate this Agreement. We may, at any

time and subject to applicable law: (a) terminate this Agreement; or (b) terminate or suspend your right to make future purchases. We reserve the right to change any term or condition of, or add new terms to, this Agreement by giving you fifteen days advance notice of such change or additional term. Unless prohibited by applicable law, we may apply any changed or new terms to any outstanding balance of your Account on the effective date of the change and to any future balances created after that date. Upon termination of this Agreement you will continue to be obligated to pay all amounts owing under, and to otherwise perform the terms and conditions of, this Agreement. No change to any term of this Agreement will affect your obligation or the obligation of any Personal Guarantor of this Agreement to pay, in full, all amounts owing under this Agreement or otherwise perform the terms and conditions of the Agreement or any related guaranty.

**10. DEFAULT; LIABILITY:** Subject to the limitations of applicable law, we may declare that you are in default under this Agreement if you (a) fail to make a payment when due; (b) violate any other term of this Agreement; (c) become the subject of bankruptcy or insolvency proceedings; or (d) exceed the credit limit on your Account. After your default, and subject to the limitations of applicable law, we have the right to: (i) reduce your credit limit; (ii) terminate your Account, in which case the terms of this Agreement will apply until full payment owing on your Account is received, including Late Payment Fees and Finance Charges which we will continue to impose until the date of full payment; (iii) require immediate payment of your entire Account balance, including all accrued but unpaid Finance Charges and Late Payment Fees (if applicable); and (iv) bring an action to collect all amounts owed. If after your default, we refer your Account for collection to an attorney we may, to the extent permitted by applicable law, charge you or collect from you our collection costs, including court costs and reasonable attorney's fees. **UNDER NO CIRCUMSTANCES SHALL WE BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT OR PUNITIVE DAMAGES** for any claim arising out of or relating to this Agreement.

**11. CREDIT REPORTS AND ACCOUNT INFORMATION.** The credit of your business and the personal credit of any Personal Guarantor will be used in making credit decisions. You authorize us to investigate the creditworthiness of your business by obtaining credit reports and making other inquiries as we deem appropriate. Any Personal Guarantor signing the Application authorizes us to investigate his/her personal credit history by obtaining consumer credit reports and by making direct inquiries of businesses where his/her accounts are maintained. We may report the liability of your business and the Personal Guarantor, and the status of this Account, to credit bureaus and others who may lawfully receive such information.

**12. INFORMATION WE USE:** You understand and agree that all information relating to you and/or your Account, including without limitation, the purchases you make on your Account, your application information, and your balance and payment information, may be shared with WinSupply, Inc. for use in connection with the WinSupply Commercial Charge program. We may also share information about you and your Account with our affiliates (companies related to us by common ownership or control) or with service providers who assist us in delivering services in connection with your Account. Finally, we may share information as otherwise permitted by law.

**13. CREDIT APPROVAL:** This Account and all purchases made under it are not binding on us until your credit is approved.

**14. GOVERNING LAW; THIS AGREEMENT AND YOUR ACCOUNT ARE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF MAINE (WITHOUT REGARD TO INTERNAL PRINCIPLES OF CONFLICTS OF LAW).** You hereby agree that any claim, suit or cause of action you institute against us arising out of or relating to this Agreement must be filed exclusively in the State or Federal Courts within the State of Maine. You agree that in event of default under this Agreement, we may institute suit against you either in the courts of the State of Maine or in the jurisdiction in which you are geographically located or conduct business. For residents of the state of South Dakota, if you believe there are any improprieties in the making of this loan or in BlueTarp Financial's loan practices they may be referred to the South Dakota Division of Banking, 1601 N Harrison Avenue, Suite 1, Pierre, SD 57501 or you may call them at 605-773-3421.

**15. ASSIGNMENT:** We may sell, assign, or transfer all or any portion of your Account or any balances due under your Account without prior notice to you. You may not sell, assign, or transfer your Account or any of your obligations under this Agreement.

**16. SEVERABILITY:** If any provision of this Agreement is determined to be void or unenforceable under applicable law, rule, or regulation, all other provisions of this Agreement shall be valid and enforceable.

**17. ENTIRE AGREEMENT:** This Agreement, together with any application you signed or otherwise submitted in connection with the Account (which is hereby incorporated by reference in this Agreement), constitutes the entire agreement between you and us relating to your Account and supersedes any other prior or contemporaneous agreement between you and us and/or our predecessors relating to your Account. This Agreement may not be amended except in accordance with the provisions of this Agreement.

AA Ver. (05 12)

**PERSONAL GUARANTY(IES)**

In consideration of our extending credit under the Account, the undersigned guarantor ("Personal Guarantor") agrees to unconditionally and irrevocably personally guaranty the payment of all amounts due under, and the performance of, the terms of the Agreement and further agrees to pay the total balance due on the Account upon demand without requiring us to proceed first against the Applicant also liable on this Account, in the event of any default under the Agreement. You also waive any notices regarding the Agreement or this guaranty and agree that this guaranty shall be effective until the Agreement has been terminated and all amounts due thereunder shall have been fully paid. You waive all suretyship defenses and agree that this guaranty shall remain in effect if we change the terms of the Agreement in any way, including raising rates, fees or credit limits, adding locations where the Account may be used or if we assign the Agreement. You also understand and direct that your personal credit reports and other inquiries regarding your credit may be obtained by us from time to time. You represent and promise that everything in this application is true and correct.

Name	DOB	Name	DOB
SSN:		SSN:	
Signature (as an individual):		Signature (as an individual):	

**REQUIRED AUTHORIZATION**

Applicant represents that the information in this application is complete and accurate. In the event that BlueTarp Financial approves the requested credit, Applicant agrees to be bound by the Agreement provided to Applicant with this application. Applicant authorizes us to obtain credit information from credit reporting agencies, references, participating program merchants and any other lawful sources in considering this application and subsequently in connection with any Account. We may also periodically review and share information about the experiences or transactions with Applicant with credit bureaus or other parties that may lawfully receive such information. The undersigned individual ("Undersigned") attests that (i) Applicant is a duly organized and validly existing entity in good standing in its jurisdiction of formation; (ii) the execution of this application has been duly authorized by all necessary action of Applicant; and (iii) the Undersigned is authorized to execute this application on Applicant's behalf.

Name:	Title:
Driver's License # / State / Expiration:	Secondary ID Type / Number / State / Expiration:
Signature:	Date: