



QUALITY AND SERVICE COUNT.

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connectors@marinoware.com

## CONFIDENTIAL APPLICATION FOR CREDIT

*The credit application is made to Ware Industries, Inc for the sole purpose of extension of credit and all information submitted below will be kept completely confidential. Please return this application by fax to our confidential fax 908-225-1459 or by email to jmassetti@marinoware.com or to your sales representative. Revised November 2024*

### APPLICANT BUSINESS INFORMATION:

Legal Name: \_\_\_\_\_ Trade Name/DBA (if any) \_\_\_\_\_

☐ C Corp ☐ S Corp ☐ LLC ☐ Partnership ☐ Sole Proprietor

Physical Address: \_\_\_\_\_ Billing Address: \_\_\_\_\_

\_\_\_\_\_  
(if differs from physical address)

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_ Email \_\_\_\_\_

Duns # \_\_\_\_\_ Federal Tax ID \_\_\_\_\_

Business Type: ☐ Distributor/Dealer ☐ Contractor ☐ Manufacturer

### Names of Principal Owners

Name \_\_\_\_\_ Name \_\_\_\_\_ Name \_\_\_\_\_

Social Security # \_\_\_\_\_ Social Security # \_\_\_\_\_ Social Security # \_\_\_\_\_

Address \_\_\_\_\_ Address \_\_\_\_\_ Address \_\_\_\_\_

City/State/Zip \_\_\_\_\_ City/State/Zip \_\_\_\_\_ City/State/Zip \_\_\_\_\_

Email \_\_\_\_\_ Email \_\_\_\_\_ Email \_\_\_\_\_

Ownership % \_\_\_\_\_ Title \_\_\_\_\_ Ownership % \_\_\_\_\_ Title \_\_\_\_\_ Ownership % \_\_\_\_\_ Title \_\_\_\_\_

★ NEW JERSEY FACILITY  
400 Metuchen Road  
South Plainfield, NJ 07080  
(800) 627-4661  
(908) 757-9000  
(908) 412-1442 FAX

★ GEORGIA FACILITY  
777 Greenbelt Parkway  
Griffin, GA 30223  
(800) 504-8199  
(678) 688-1312  
(678) 688-1379 FAX

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East Chicago, IN 46312  
(866) 636-6002  
(219) 378-7100  
(219) 378-7106 FAX

★ NEW YORK SALES OFFICE  
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Babylon, NY 11702  
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(631) 691-2200  
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## CONFIDENTIAL APPLICATION FOR CREDIT

### TAX STATUS:

In order to claim sales tax exemption we must have a copy of your most recent sales tax exemption or resale certificate. If shipments to you go to more than one taxing state, separate executed certificates will be needed for each state. **Our invoices will include tax unless you return a copy of your exemption certificate** TAX STATUS: ☐ TAX EXEMPT ☐ TAXABLE ☐ JOB SPECIFIC EXEMP

### PAYMENT & PURCHASING CONTACTS:

AP Contact \_\_\_\_\_ Phone \_\_\_\_\_ Email \_\_\_\_\_

Purchasing \_\_\_\_\_ Phone \_\_\_\_\_ Email \_\_\_\_\_

### INVOICING OPTIONS:

Invoicing Option (Check one option): MAIL \_\_\_\_\_ or EMAIL ADDRESS: \_\_\_\_\_

### BANK & TRADE REFERENCE AUTHORIZATION

***We will not process your application without your signature; this is a banking requirement***

I/We authorize WARE INDUSTRIES, INC. to investigate references, including banks and authorize the references to release all requested credit information. I further ask that this be continuing in nature and kept on file should future requests be made. This authorization shall be effective and valid as though it were an original.

Principal/Officer \_\_\_\_\_ Title & Date \_\_\_\_\_

### BANK REFERENCE

Bank Name: \_\_\_\_\_ Account Representative \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_ Email \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Line of Credit Account # \_\_\_\_\_

Checking Account # \_\_\_\_\_

Savings Account# \_\_\_\_\_

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## CONFIDENTIAL APPLICATION FOR CREDIT

### VENDOR TRADE CREDIT REFERENCES

Vendor Name: \_\_\_\_\_ AP Contact \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_ Email \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Vendor Name: \_\_\_\_\_ AP Contact \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_ Email \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Vendor Name: \_\_\_\_\_ AP Contact \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_ Email \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

### FINANCIAL INFORMATION IS ATTACHED

☐ YES ☐ NO ☐ MAILED ☐ EMAILED

Note: Some credit lines may require the submission of financial statement annually or as deemed necessary by the credit department to facilitate a responsible business decision.

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### CREDIT AGREEMENT

Request for Credit/Terms. The above-named credit applicant ("Customer") hereby makes this application for credit to WARE INDUSTRIES INC, or its subsidiaries, herein after referred to as "Creditor". The Customer understands and agrees that the following terms and conditions are an integral part of the credit arrangements. By accepting arrangement from Creditor, Customer accepts and agrees to say terms and conditions set forth below:

1. Creditors sole discretion. We reserve the right to request additional information other than what is requested herein.
2. Customer shall not and may not transfer or assign any of its rights hereunder without Creditor's prior written consent.
3. Customer authorizes Creditor to make all reasonable inquires with respect to investigating this credit application. All such information obtained by Creditor shall be kept confidential. Customer understands that the creditor may terminate credit arrangement if there is any breach of these terms and conditions or inaccurate information provided on this application.
4. Customer agrees to pay for and shall pay for all purchases from creditor, subject to all terms and conditions set forth herein or on any subsequent invoice of creditor. Customer agrees that all amounts payable on or before the due date as shown on each invoice will be paid timely, and if not paid on or before said date, shall be considered delinquent and past due. Customer acknowledges and agrees that Creditor shall be entitled to impose and charge a finance charge or delinquency charge at the highest rate allowable by law on any amount which becomes past due. Any disputes arising in connection with this application or credit arrangement from the creditor including failure to pay when due any and all amounts hereunder, shall be governed by and construed in accordance with the laws in the state of NJ. Customer submits to the jurisdiction of the courts of the state of NJ in connection with any such dispute.
5. Customer agrees to pay all Creditors reasonable attorney's fees and/or similar cost incurred to enforce its rights to collect any amounts past due. Customer acknowledges that attorney's fees/collection costs in the amount of 20% of the past due debt is a "reasonable" charge for collection of any amounts referred for litigation or arbitration, and that a \$250.00 charge for any matter referred to counsel for collection (but not resulting in litigation/arbitration) is reasonable. In addition, Customer agrees to pay service charge of \$35.00 for each check returned as uncollectible for any reason.
6. Customer represents, as of the date of this application, that it is solvent, able to pay its debts as they come due and has not file, nor is it the subject of, any petition in bankruptcy or for reorganization under any federal or state bankruptcy law. Should the forgoing representation become false at any time during the course of a business relationship between Customer and Creditor or while Customer owes any amounts to Creditor, customer agrees to immediately notify the creditor of any such occurrence in writing.
7. To secure payment and performance of all obligations Customer hereby grants Creditor - a continuing purchase money security interest in all inventory, equipment and goods manufactured by or distributed by Creditor, whenever sold, consigned, leased rented or delivered directly or indirectly to or for the benefit of the Customer by Creditor wherever located, now owned and hereafter acquired including but not limited to all Creditor products, all proceeds from the sale, lease or rental thereof, and all existing or subsequently arising accounts and accounts receivable, all books and records and supporting obligations which may from time to time hereafter come into existence during the term of this security agreement. , Creditor's purchase money security interest is explicitly limited to outstanding obligations between Creditor and our Customer. Customer will maintain the collateral/goods in original condition but for ordinary wear and tear. Customer will not subject the collateral/goods to any adverse encumbrances or lien, or sale or other transfer other than as approved in writing by Creditor's including this agreement. If Customer fails to timely make payment Creditor may repossess and remove any product from customer with or without notice. Customer will promptly advise Creditor of any change of Customer's name or business nature, location and business openings and closings. The following constitute customer defaults; nonpayment in timely fashion of customer's indebtedness to Creditor, bankruptcy, insolvency or assignment for the benefit of the Creditors, misrepresentation in respect of any provision of this or any agreement between Creditor and the Customer. In the event of default Creditor may declare all unpaid balances due and payable and or may require the Customer to assemble the product/collateral and make it available to allow Creditor to take possession or dispose of the collateral. Customer authorizes Creditor to file a UCC Financing Statement describing the collateral.

In consideration for, and as an inducement to Creditor to accept and extend credit, the undersigned irrevocably and unconditionally guaranties to Creditor, its legal representatives, successors and assigns , and irrespective of the genuineness, validity, regularity or enforceability (for any reason whatsoever) of the within obligation, and irrespective of any other circumstances, that all sums payable to Creditor under the within line of credit, whether of principal or interest or otherwise, shall be paid in full, and , in case of extension of time of payment or renewal, in whole or in part , all sums shall be promptly paid when due according to such extension, renewal, at maturity by acceleration or otherwise. This is a guarantee of payment and not merely a guarantee of collection. The undersigned further agrees to indemnify Creditor, its legal representatives, successors and assigns, from any and all losses, costs, expenses, claims and damages of every nature and kinds whatsoever arising out of or resulting from failure to render faithful performance of all terms and conditions contained in the within credit application, and including , without limitation, the expenses of collection, including attorneys' fees and expenses and other cost of suit incurred by Creditor in any lawsuit or other action arising from or under this application and this guaranty.

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## STANDARD TERMS & CONDITIONS OF SALE

Rev. November 2024

**THE FOLLOWING TERMS AND CONDITIONS GOVERN ALL SALES OF WARE INDUSTRIES, INC. AND ITS DIVISIONS ("SELLER") PRODUCTS AND MATERIALS WHETHER MADE PURSUANT TO ORAL WRITTEN ORDERS TO ITS REPRESENTATIVES, SALESPERSONS, DISTRICT OFFICES, PLANTS OR THE HOME OFFICE IN SO. PLAINFIELD, NJ**

**TERMS AND CONDITIONS TO GOVERN** - Acceptance of orders, whether oral or written, is based on the express condition that Buyer agrees to all of the terms and conditions expressed herein. These terms and conditions will govern unless Buyer notifies Seller of their unacceptability within ten (10) days from the receipt of these terms and conditions. Buyer's failure to object to these terms and conditions within ten (10) days, or acceptance of delivery by Buyer, will constitute Buyer's consent to said terms and conditions. These terms and conditions represent the final and complete agreement of the parties and no terms or conditions in any way modifying or changing the provisions stated herein shall be binding upon Seller unless made in writing and signed and approved by an officer or other authorized person at the home office. No modification of any of these terms shall be effected by Seller's shipment of goods following receipt of Buyer's purchase order, shipping request, or similar forms containing printed terms and conditions additional to or different from the terms herein. Nor shall any other conduct or oral statement of Seller be deemed a waiver of these standard terms and conditions unless expressly agreed to in writing by Seller.

**APPROVAL OF ORDER** - Orders are subject to acceptance by Seller's Home Office. Buyer will be notified promptly if orders are not accepted.

**RESTRICTIONS** - We reserve the right to establish minimum lengths and quantities necessary for a production run. If we are not manufacturing a particular width and gauge of stud and the customer cannot wait for production run, cutting from stock lengths will be at the following rates:

\$ .50 per cut type DW products; \$.75 per cut for type CW products; \$1.00 per cut for type SW, JE, and J products, minimum cutting charge \$25.00. Tolerance would be 1/4 of an inch. Service hole configuration and location are at our discretion. Some variations are possible if specifically requested (and approved) at the time the order is placed. Technical tables and specifications are provided as a general guideline only. No table can be sufficiently comprehensive to cover all details of a specific project. We recommend that all installations be designed and reviewed by a licensed architect or professional engineer.

**EXTENSION OF CREDIT** - The parties agree that the extension of credit, or the suspension, revocation, or modification thereof for any reason or for no reason at all, rests solely with the discretion of Seller. Any request for credit must be accompanied by a written application and the submission of any documents required by Seller. Buyer expressly represents that all such documents submitted shall be truthful, accurate, and complete, intended to be relied upon by Seller and to be used to induce Seller to extend credit. If Seller determines in its own opinion, that any information contained therein is untruthful, inaccurate, or incomplete, then Seller, in addition to any other remedies available, may demand immediate payment for all outstanding sums, together with interest, and further, discontinue servicing any new or existing orders from Buyer. **SELLER RESERVES THE RIGHT TO SUSPEND, REVOKE, OR MODIFY, WITH OR WITHOUT NOTICE TO BUYER, ALL SHIPMENTS IN THE EVENT OF A VIOLATION BY BUYER OF THESE STANDARD TERMS AND CONDITIONS.**

Payment of finance charges (see below) will not terminate Seller's right to suspend, reduce, or revoke, (without prior notice by Seller and in Seller's sole discretion) any extension of credit, which is based upon our sole discretion as to credit worthiness.

**TERMS - Our payment terms of sale are printed on our invoices.** Cash discounts indicated will be allowed only if taken within the appropriate discount period and provided buyer has no outstanding past due items. The prompt pay discount and is only applicable to payments received by check, cash or wire transfer. Credit card payments are not eligible for cash discount. Payments made beyond terms are subject to a finance charge of 1 1/2 % per month or the maximum allowed by law, whichever is lower. **SELLER RESERVES THE RIGHT TO SUSPEND, REVOKE OR MODIFY TERMS OF PAYMENT WITH OR WITHOUT WRITTEN NOTICES TO BUYER Credit Card payments will be subject to a convenience fee at the discretion of the seller.**

**LIABILITY FOR PAYMENT** - Buyer agrees that it shall be and remain liable to Seller for the payment of all orders until Buyer has been indefeasibly paid in full all amounts owing to it under such orders, whether or not Buyer has made payment in respect of such orders to any entity, other than Seller, for the payment in turn by such entity to sell for such orders, as any such payment shall not serve to discharge Buyer's payment obligations to Seller, which shall remain those of a primary obligor, until Seller has been indefeasibly paid in full.

Payments made beyond net terms are subject to a finance charge of 1 1/2% per month (18% per annum).

**ATTORNEYS' FEES** - In the event that any balance due are referred for collection, reasonable attorneys' fees and collection costs shall be added to the balance due and payable by Buyer.

**PRICES AND CONDITIONS OF SALES** - Prices are subject to change by Seller without notice to Buyer. Buyer shall pay the price in effect at time of shipment. Any increase in transportation rates or increase in transportation costs resulting from changes in routing will be for Buyer's account.

All sales are F.O.B our plant, freight pre-paid, unless otherwise specified. Seller's price list is not an offer to sell. Shipment and deliveries shall at all times be subject to the approval of Seller's Credit Department. Seller reserves the right to demand full or partial payment prior to shipment or delivery. Prices do not include Federal, State, or Local taxes or tariffs, all of which shall be borne by Buyer (whether now or hereinafter levied). Buyer will be responsible to pay directly to all jurisdictions, any sales and use taxes, where Seller is not authorized to collect such taxes and has not invoiced such taxes to Buyer. Prices are established at the time of sale and are based on the quantity of materials shipped.

**ORDER CHANGES** - Any order changes by Buyer must be received, and approved in writing by Seller prior to production. Changes received after production will be the responsibility of Buyer.

**CANCELLATIONS** - Seller reserves the right to require payment for goods in advance, or satisfactory security if the financial responsibility of Buyer becomes unsatisfactory in Seller's sole discretion. Goods cannot be returned and orders, once accepted, cannot be cancelled without Seller's prior written consent. In the case of special or non-stock goods, Buyer's cancellation will be accepted only upon Buyer's payment in full of Seller's cancellation charges computed as follows: 1) For finished items payment in full. 2) For items in the process of manufacture the cancellation charge shall be the percentage of completion applied to the purchase price. 3) For goods not yet in the process of manufacture the cancellation charge shall be the Seller's cost of material plus 10%.

**WARRANTY** - All goods sold by Seller are warranted to Buyer to be free from defects in material and workmanship.

THE FOREGOING WARRANTY IS NON-ASSIGNABLE AND IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES NOT EXPRESSLY SET FORTH HEREIN, WHETHER EXPRESS OR IMPLIED BY OPERATION OF LAW OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OF FITNESS FOR A PARTICULAR PURPOSE OR USE.

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Seller shall not be liable for incidental or consequential losses, damages, or expenses, directly or indirectly arising from the sale, handling, or use of the goods, or from any other cause relating thereto, and Seller's liability in any case is expressly limited to the replacement (in the form originally shipped) of goods not complying with this agreement, or, at Seller's election, to the repayment of, or crediting Buyer with, an amount equal to the purchase price of such goods, whether such claims are for breach of warranty or negligence.

Any claimed defect in material or workmanship shall be deemed waived by Buyer unless submitted to Seller in writing within ten (10) days from the date it was, or by reasonable inspection should have been, discovered by Buyer.

Seller shall not be liable under the foregoing warranty if any loss or damage is caused by improper application or use of the goods, or if the goods are not applied and used according to Seller's current printed directions and specifications, copies of which have been made available by Buyer.

**FORCE MAJEURE** – Delay in delivery or non-delivery in whole or in part by Seller shall not be a breach of this agreement if performance is made impracticable by the occurrence of any one or more of the following contingencies; (a) Fires, floods, or other casualties; (b) Wars, riots, civil commotion, embargoes, governmental regulation, or martial law; (c) Seller's inability to obtain necessary materials (finished or otherwise) from its usual sources of supply; (d) Shortages of cars or trucks or delays in transit; (e) Existing or future strikes or other labor troubles affecting production or shipment, whether involving employees of Seller or employees of others, and regardless of responsibility or fault on the part of the employer, and (f) Other contingencies of manufacture or shipment, whether or not of a class or kind mentioned herein, not reasonably within Seller's control.

**TITLES TO GOODS AND DELIVERY:** All sales are FOB Destination unless otherwise provided, freight prepaid and allowed. Title passes as the buyer's location. Any claim by Buyer against Seller for shortage or damage occurring prior to such delivery must be made within five (5) days after receipt of the goods and accompanied by original transportation bill signed by carrier noting that carrier received the goods from Seller in the condition claimed.

**DELIVERY TIMES ARE APPROXIMATE AND SELLER SHALL NOT BE LIABLE FOR DAMAGE CAUSED BY DELAY IN DELIVERY.** Where required, the Buyer will receive notification as to shipping times only. The Seller will not be responsible for costs incurred by the Buyer for crane rental, loading charges, and additional costs resulting from late delivery. Unloading and distribution of material shall be the responsibility of the Buyer.

Minimum value of any order to be delivered is \$350.00. Seller reserves the right to establish minimum quantities to justify packaging and/or delivery. When the Buyer requests a delivery of less than minimum quantity, they shall be required to pay a special stop-over delivery charge, or pick up the goods at our plant.

A full trailer consists of a minimum of 32,000 lbs of material. Seller allows the Buyer three hours to unload a full trailer, and one hour to unload less than a trailer load delivery. Any unauthorized delay in unloading time will be charged to Buyer at \$50.00 per hour.

**DESIGNATION OF CARRIER** – For sales made on a delivered price basis, Seller reserves the right to designate the carrier.

**NEW JERSEY LAW GOVERNS** – All orders are deemed accepted at our office in So. Plainfield, NJ and all parties agree that in the event of any dispute, suit, or claim, arising out of any order, the same shall be brought and maintained in a court of competent jurisdiction within the County of Middlesex, State of New Jersey, and shall be subject to and governed by the laws of the State of New Jersey, regardless of where the Buyer may reside, maintain an office, or a principal place of business, or where the goods may be delivered. In any trial conducted in said court, Buyer hereby waives its rights to a trial by jury.

## APPLICANT'S SIGNATURE

**SIGNATURE ATTESTS FIANANCIAL RESPONSIBILITY.** By signing this document, the individual executing the application/agreement on behalf of the buyer, individually and personally represents that he/she is authorized to execute this agreement and acknowledges and is authorized to accept the above terms & conditions and credit agreement on behalf of the applicant company. This document must be returned in completion, signed and dated in order to process your application. Please allow 3-5 days for processing.

Accepted By:

Print Name

Title

Signature

Date

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