



Trumbull Industries, Inc.		<b>CREDIT APPLICATION</b>		Date: _____	
PO Box 200		A Faxed copy of this document will be considered an original			
Warren, OH 44482-0020		Sales Rep: _____		File #: _____ Branch: _____	
Phone: 877.707.0175		When completed Fax to (330) 399-4421 and Mail to Credit Manager's attention			
Name of Business (If incorporated. as recorded by Sec. of State): _____				County _____	
Mailing/Billing Address _____					
Business Phone _____		Type of Business _____		Year started and/or Incorporated _____	
Business Fax _____		E-Mail _____		State of Incorporation _____	
Type of Entity <input type="checkbox"/> Corporation <input type="checkbox"/> Individual/DBA		<input type="checkbox"/> Partnership <input type="checkbox"/> LLC		FEDERAL ID: _____	
Change in ownership or legal entity must be reported Immediately, via fax, e-mail, or certified mail, otherwise liability for the debts of the company remain the responsibility of the Owner & Officers listed on this document until such changes have been reported and acknowledged by Trumbull Industries.					
Invoicing <input type="checkbox"/> PO # Required <input type="checkbox"/> Job Address Required		Sales Tax Status <input type="checkbox"/> Exempt * <input type="checkbox"/> Taxable		* If Exempt attach Certificates	
Estimate Yearly Purchases: _____		Amount of Monthly Credit Requested: _____			
Type of material you anticipate purchasing <input type="checkbox"/> Plumbing <input type="checkbox"/> Kitchen Appliances <input type="checkbox"/> Industrial Supplies <input type="checkbox"/> PVF <input type="checkbox"/> Municipal Material					
Full Name, Home address and Home phone number of Owners, Officers or Partners					
Name _____		Name _____			
Social Security # _____		Social Security # _____			
Title _____		Title _____			
Address _____		Address _____			
City, State Zip _____		City, State Zip _____			
Home Phone _____		Home Phone _____			
Current Trade and Bank References:		Four Trade references and one Bank reference with complete addresses. List only those businesses from whom you purchase on open account			
Company Name _____		Company Name _____			
Address _____		Address _____			
City, State Zip _____		City, State Zip _____			
Phone _____ Fax _____		Phone _____ Fax _____			
Company Name _____		Company Name _____			
Address _____		Address _____			
City, State Zip _____		City, State Zip _____			
Phone _____ Fax _____		Phone _____ Fax _____			
BANK _____		Checking Account # _____		Savings Account # _____	
LOANS Mortgage # _____		Installment # _____			
Contact Person _____		Phone _____		Fax _____	
Purchases from Trumbull Industries are due as stated on the Invoice. Cash discounts (if applicable) may be deducted If Payment Is received on or before the discount date. All sales are subject to Trumbull Industries' Terms & Conditions. I (we) agree to pay a 2% monthly service charge (24% APR) when Invoiced. Service Charges are assessed on past due balances on the last business day of the month. If the account Is placed with a third party for collection I (we) agree to pay all collection costs Including, but not limited to, attorney, collection agency, lien fees, attorney and court costs. The venue of any court action will be the choice of Trumbull Industries. I (we) agree to execute and deliver to Trumbull Industries such financing statements as Trumbull Industries requests to perfect such security interests. I (we) have read and agree to the Terms and Conditions of Sale as published on our website www.trumbull.com.					
I (we) authorize Trumbull Industries, or any of its affiliated corporations, the right to Investigate our credit with any of our suppliers, financial Institutions, credit bureaus or credit reporting agencies and further release Trumbull Industries from any and all obligations, restrictions and liabilities imposed by law with respect to obtaining credit information concerning the undersigned business.					
Full Legal Name of Company _____		Signature of Officer/Owner or Authorized Employee _____			
Date _____		Title _____			
Your application must be completed and signed			A FAXED COPY OF THE SIGNATURE WILL BE CONSIDERED AN ORIGINAL		



[www.trumbull.com](http://www.trumbull.com)

## CASH ONLY ACCOUNT APPLICATION

Trumbull Industries, Inc.  
PO Box 200  
Warren, OH 44482-0020  
Ph: 877.707.0175

Sales Rep: \_\_\_\_\_ Account #: \_\_\_\_\_ Branch: \_\_\_\_\_

### Payment Method

- ☐ Cash  
☐ Check  
☐ Credit Card

**When completed Fax to (330) 399-4421**

*A Faxed copy of this document will be considered an original*

\_\_\_\_\_  
Driver License Required

**Name of Business** (If incorporated, as recorded by Sec. of State): \_\_\_\_\_ County: \_\_\_\_\_

Mailing/Billing Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Business Phone: \_\_\_\_\_ Type of Business: \_\_\_\_\_ Year Started and/or Incorporated \_\_\_\_\_

Business Fax: \_\_\_\_\_ E-mail Address: \_\_\_\_\_ State of Incorporation \_\_\_\_\_

Type of Entity ☐ Corporation ☐ Individual/DBA ☐ Partnership ☐ LLC FED. ID # or SS# \_\_\_\_\_

### Invoicing

☐ PO # Required ☐ Job Address Required ☐ Sales Tax Status ☐ Exempt\* ☐ Taxable

**\* If exempt attach certificates**

### Full Name, Home Address, and Home Phone Number of Owners, Officers or Partners

Name	Name
Title	Title
Address	Address
City, State, Zip	City, State, Zip
Home Phone	Home Phone

**This account is cash only and cannot be converted to an open account without the completion of a full Trumbull Industries Credit Package and review and approval of the credit department.**

Date: \_\_\_\_\_ A faxed copy of this guaranty will be considered an original.

### TRUMBULL INDUSTRIES, INC. GUARANTY

In consideration of the sale of goods by Trumbull Industries, Inc., 400 Dietz Road, Warren, OH 44483 to \_\_\_\_\_ located at \_\_\_\_\_ ("Debtor") and other good and valuable consideration, the undersigned, as individual(s), hereby consent to Trumbull Industries obtaining consumer credit reports for the purpose of evaluating their creditworthiness in connection with an application for business credit and further guarantee prompt payment, when due, of all claims and demands of Trumbull Industries, Inc. now existing and hereafter arising, against Debtor, including but not limited to open account obligations from the sale of goods by Trumbull Industries, Inc. to Debtor. The sale of such goods shall be deemed to arise when goods ordered by Debtor have been shipped or, in the case of custom goods, have been substantially completed by Trumbull Industries, Inc.

For the purpose of this Guaranty, payment of said claims and demands shall be due in accordance with the terms of any and all agreements between Trumbull Industries, Inc. and Debtor with respect to said claims and demands, and in addition, payment of all said claims and demands shall, at the option of Trumbull Industries, Inc. become immediately due, at any time when (1) Debtor defaults in any way of its obligations to Trumbull Industries, Inc.; (2) a petition under any Chapter of the Bankruptcy Code, or for the appointment of a receiver of any part of the property of the Debtor, is filed against the Debtor; (3) Debtor makes a general assignment for the benefits of its creditors, suspends business, or commits or suffers any act or event amounting to a business failure; or (4) an attachment or judgment lien on, or a tax lien is filed against, any property of Debtor or any property treated under law as if were Debtor's.

This is an absolute, unconditional, and continuing guarantee of payment and not of collection and the undersigned further jointly and severally waive any right to require that any action be brought against Debtor, other guarantors(s), or any other person or to require that resort be had to any security or to any balance of any deposit account or creditor on the books of Trumbull Industries, Inc. in favor of Debtor or any other person, and will remain in force and effect until revoked by written notice received and acknowledged in writing by an officer of Trumbull Industries, Inc. Any such revocation will not affect then-existing liabilities of the undersigned hereunder who have not given such notice, for any such claims and demands arising hereafter. This guaranty will extend to and cover renewals of the claims and demands guaranteed hereby and extensions of time for the payment thereof and will not be affected by any extension or change of the time of payment or any surrender, exchange, acceptance, or release by Trumbull Industries, Inc. of any other guaranty or security held by it for any such claims or demands. In the event of the receipt of a written request from any of the undersigned, Trumbull Industries, Inc. will provide that person with current information regarding the amount of the indebtedness then owed to Trumbull Industries, Inc. by Debtor.

Notice of acceptance of this guaranty, notice of the extensions of credit to Debtor, notice of the sale and delivery of goods to Debtor, notice of default, diligence, presentment, protest, demand for payment, and notice of demand or protest are hereby waived. Trumbull Industries, Inc. in its sole arbitrary discretion may determine the reasonableness of the period which may elapse prior to the making of demand for payment against Debtor. Trumbull Industries, Inc. need not exhaust any of its remedies against Debtor or any security for the claims and demands guaranteed hereby before having recourse against the undersigned under this guaranty.

The undersigned will reimburse Trumbull Industries, Inc., on demand, for all expenses, including reasonable attorney's fees, incurred by Trumbull Industries, Inc. in the enforcement or attempted enforcement of any Trumbull Industries, Inc.'s rights hereunder against any of the undersigned.

This guaranty will be governed by and construed in accordance with the laws of the State of Ohio and the venue of any court action will be the choice of Trumbull Industries, Inc. It will be binding upon the undersigned and their personal representatives, heirs, assigns therefore, and will inure to the benefit of Trumbull Industries, Inc. and its successors and assigns. If this guaranty is signed by more than one person, their obligations hereunder will be joint and several.

IN WITNESS WHEREOF, the undersigned have set their hand(s) and seal(s) this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

WARNING: By signing this paper you give up the right to notice and court trial. If you do not pay on time a court judgment may be taken against you without your prior knowledge and the powers of a court can be used to collect from you or your employer regardless of any claims you may have against the creditor whether for returned goods, failure on his part to comply with the agreement, or any other causes.

#### WITNESS

SIGNATURE: \_\_\_\_\_  
PRINT HERE: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
CITY, ST, ZIP: \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_  
(Seal)

\_\_\_\_\_  
Notary Public  
(Print or stamp name)

My Commission expires \_\_\_\_\_

#### GUARANTOR(S)

SIGNATURE: \_\_\_\_\_  
PRINT HERE: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
CITY, ST, ZIP: \_\_\_\_\_  
SS NUMBER: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_  
PRINT HERE: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
CITY, ST, ZIP: \_\_\_\_\_  
SS NUMBER: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_  
PRINT HERE: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
CITY, ST, ZIP: \_\_\_\_\_  
SS NUMBER: \_\_\_\_\_



www.trumbull.com

## SUPPLEMENT TO CREDIT APPLICATION

Customer Name \_\_\_\_\_

Date \_\_\_\_\_

Your account will be set-up with the following options you select.

### INVOICES (Please select how you prefer to receive your Invoice)

☐ E-mail Invoices \_\_\_\_\_ ☐ Fax Invoices \_\_\_\_\_

☐ Your Purchase Order Number must appear on every Invoice

☐ Your Job Name / Address must appear on every Invoice

\_\_\_\_\_  
Job Name

### STATEMENTS (Please select how you prefer to receive you Statement)

☐ E-mail Statement \_\_\_\_\_ ☐ Fax Statement \_\_\_\_\_

☐ No Statement

### ACKNOWLEDGEMENTS

☐ Send Acknowledgements for all of my orders

☐ Send Acknowledgements only for orders with special (non-stock) items

☐ Do Not send Acknowledgements

### SHIPPING ADDRESS AND SALES TAX

Please send us a list of each location, showing address, city, state, phone number that you would expect us to repetitively ship to. We'll enter these in our computer system ahead of time, to speed up the processing of your orders.

Contractors should advise us the address of each job we'll deliver to and indicate which are taxable, and which are exempt.

**When your entire account or specific job is exempt, you must furnish us an exemption certificate.**

Please use the space below to advise us of any special requirements.

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NAME \_\_\_\_\_

PHONE NUMBER \_\_\_\_\_

E-MAIL ADDRESS \_\_\_\_\_

Trumbull Industries, Inc.  
Credit Department  
P. O. Box 200  
Warren, OH 44482  
Phone: 877.707.0175  
Fax: 330.399.4421

**Trumbull Industries, Inc.**  
**TERMS AND CONDITIONS OF SALE**

**CONTROLLING PROVISIONS:**

These terms and conditions shall replace all terms and conditions of Buyer's order and of any proposal or quotation to Buyer not agreed to by Buyer and Seller prior to the date of this invoice. In the absence of written acceptance by Buyer, an acceptance of any goods covered by Buyer's order shall constitute an acceptance of these terms and conditions. No waiver, alteration or modification of these provisions shall be valid unless made in writing and signed by an officer or other authorized representative Seller.

**MODIFICATION OF TERMS AND CONDITIONS:**

No terms and conditions other than those stated herein, and no agreement or understanding, in any way purporting to modify these terms or conditions, shall be binding on Seller without the Seller's written consent. Any additional or different terms in the Buyer's form are hereby deemed to be material alterations and notice of objection to them and rejection of them is hereby given.

**ACCEPTANCE OF ORDER; TERMINATION:**

Acceptance of any order is subject to credit approval and acceptance of order by Seller and, when applicable, Seller's suppliers. If Buyer's credit becomes unsatisfactory to Seller, Seller reserves the right to terminate upon notice to Buyer and without liability to Seller.

**PRICES AND SHIPMENTS:**

Unless otherwise quoted, prices shall be those in effect at time of shipment which shall be made F.O.B. shipping point.

**DELIVERY**

Trumbull has a fleet of trucks for deliveries with its marketing area. A common carrier may be used to supplement these deliveries. Material is subject to shipment, in whole or in part, at our option. Each shipment is subject to immediate invoicing. Trumbull is not responsible for merchandise after it has been delivered to a specific customer location.

Freight-in charges on non-stock items, delivery charges and handling charges will be added to your invoice, when applicable. When deliveries are made via common carrier, title to goods is transferred to buyer at shipping point. Trumbull will not be liable for loss, shortage or damage in transit. The customer should always check each incoming shipment to ascertain accuracy of delivery ticket before acknowledging receipt. Customer must report any apparent or concealed damage direct to the carrier and file all claims directly with the final carrier for reimbursement. Deliveries via common carrier are F.O.B. shipping point

**SELLER'S LIABILITY:**

Seller will not be liable for any loss, damage, cost of repairs, incidental or consequential damages of any kind, whether based upon warranty, contract or negligence, arising in connection with the sale, use or repair of the products.

**RETURN GOODS**

Return of merchandise will not be accepted without prior written authorization by Trumbull. A reasonable handling charge will be assessed on all return goods. Authorized returns will be issued credit, less a handling charge, and reconditioning charge, and freight charges where applicable, on the basis of price in effect when the material is returned or at the invoice price, whichever is lower. No credit will be allowed on material which is damaged or otherwise in a non-saleable condition. Material that was special ordered or manufactured in accordance to the customer's specifications cannot be returned for credit.

**SHIPMENTS:**

All material sent out will be carefully examined, counted and packed. The cost of any special packing or special handling caused by Buyer's requirements or requests shall be added to the amount of the order. No claim for shortages or damages will be allowed unless made in writing within seven (7) days of receipt of shipment. Claims for goods lost in transit must be made within seven (7) days of receipt of invoice.

**SPECIAL PRODUCTS:**

We cannot accept late cancellations or returns of non-stock items without the manufacturers' prior written permission. This may involve freight and handling charges at your expense. Please check this order carefully.

**PRICES AND DESIGNS:**

Prices and Designs are subject to change without notice.

**TAXES:**

The amount of any sales, excise and any other taxes, if any, applicable to the products covered by this order, shall be added to the purchase price and shall be paid by Buyer unless Buyer provides Seller with a Tax Exemption Certificate acceptable to the taxing authorities.

**WARRANTIES:**

Seller warrants that all goods sold are free of any security interest and will make available to Buyer all transferable warranties made to Seller by the manufacturer of the goods. SELLER MAKES NO OTHER EXPRESS OR IMPLIED WARRANTIES, AND SPECIFICALLY MAKES NO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PURPOSE. UNLESS OTHERWISE AGREED IN WRITING BY AN AUTHORIZED REPRESENTATIVE OF SELLER Any warranty offered by a manufacturer applies and extends only to the original purchase of new goods. Seller's liability for damages, including direct and indirect as a result of a breach of manufacturer's warranty, shall not exceed such manufacturer's warranty. Copies of warranties are available and will be furnished to buyers upon request.

**WAIVER:**

The failure of Seller to insist upon the performance of any of the terms or conditions of this contract or to exercise any right hereunder shall not be deemed to be a waiver of such terms, conditions or rights in the future, nor shall it be deemed to be a waiver of any other term, condition, or right under this contract.

**CERTIFICATION:**

We hereby certify that these goods were produced in compliance with all applicable requirements of sections 6, 7, and 12 of the Fair Labor Standards Act, as amended, and of regulations and orders of the United States Department of Labor issued under section 14 thereof.

**PAYMENT TERMS:**

All net invoices are net 30 days of the month following the date of shipment. As a condition of the sales agreement, a monthly interest charge of the lesser of 2% or the maximum permitted by law may be added to all accounts not paid by net due date.

**QUOTATIONS:**

Quotations are for immediate acceptance and are valid for no more than 30 days unless otherwise stated. Prices quoted are on the basis of F.O.B. shipping point, unless otherwise specified. All clerical errors in quotations are subject to correction.

**CATALOG**

Trumbull's Price Service contains a list of products available from Trumbull Industries on a wholesale basis only. The Price Service has been solely prepared for the convenience of its customers. No obligation is assumed by Trumbull to sell to anyone, at any price or at any time, the goods listed in this Price Service. Listing of any item in this Price Service does not constitute an offer to sell. Products are subject to availability from manufacturers and delivery as described herein. Trumbull reserves the right to withhold shipment of any item, or items to any customer, for credit reasons. Trumbull will use its best efforts to achieve accuracy in published prices, but Trumbull cannot guarantee accuracy. Trumbull is not liable for incidental, consequential, special or indirect damages, including, without limitation, lost business profits, with regard to a customer's use of Trumbull's Price Service. Use of the Price Service is subject to the terms of Trumbull's Price Service Subscription Agreement. Trumbull's Price Service is available to qualified customers by annual subscription.



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*Over 95 Years of Service*

### Uniform Sales and Use Tax Certificate Multijurisdictional

The undersigned hereby certifies that the merchandise purchased from our company on and after (date) \_\_\_\_\_ unless the order shall specify or until this notice is revoked in writing, is exempt from Sales and Use Tax for the following reason:

( ) For Resale ( ) Other (specify) \_\_\_\_\_

The undersigned holds licenses and permit certification numbers, as noted in the following states. The undersigned assumes liability for payment directly to these states of any tax due if he uses or consumes the purchased property for a taxable purpose.

State	Registration Number	State	Registration Number	State	Registration Number
AL		KY		ND	
AK		LA		OH	
AZ		ME		OK	
AR		MD		OR	
CA		MA		PA	
CO		MI		RI	
CT		MN		SC	
DE		MS		SD	
DC		MO		TN	
FL		MT		TX	
GA		NE		UT	
HI		NV		VT	
ID		NH		VA	
IL		NJ		WA	
IN		NM		WV	
IA		NY		WI	
KS		NC		WY	

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Signature \_\_\_\_\_ Title \_\_\_\_\_

Company Name \_\_\_\_\_

Address \_\_\_\_\_

Street

City & State

Zip