

**MAC ARTHUR CO. ACCOUNT INFORMATION SHEET - 2018**

(EMAIL COMPLETED & SIGNED DOCUMENT TO [MACCREDIT@MACARTHURCO.COM](mailto:MACCREDIT@MACARTHURCO.COM) OR FAX TO 651-642-9630. MAIL ORIGINALS TO 2400 WYCLIFF ST., ST. PAUL, MN 55114)

TRADE NAME \_\_\_\_\_

STREET ADDRESS \_\_\_\_\_ City, ST & Zip \_\_\_\_\_

BILLING ADDRESS (if different) \_\_\_\_\_ City, ST & Zip \_\_\_\_\_

TYPE OF BUSINESS \_\_\_\_\_ YEAR ESTABLISHED \_\_\_\_\_

TELEPHONE NUMBER ( ) \_\_\_\_\_ FAX NUMBER ( ) \_\_\_\_\_

ACCOUNTS PAYABLE CONTACT: \_\_\_\_\_ 'PHONE: ( ) \_\_\_\_\_

STATEMENT & INVOICE DELIVERY PREFERENCE : E-MAIL \_\_\_\_\_ -OR- US MAIL \_\_\_\_\_  
(If "E-MAIL" is selected, attached agreement must also be completed, dated, signed and returned – see page 4.)

BONDING COMPANY & ADDRESS: \_\_\_\_\_

BUSINESS OR CONTRACTORS LICENSE #: \_\_\_\_\_

CHECK ONE OF THE FOLLOWING:

1. Corporation \_\_\_\_\_ 2. Partnership \_\_\_\_\_ 3. Proprietorship \_\_\_\_\_ 4. Other \_\_\_\_\_ (Explain)  
Tax ID # \_\_\_\_\_ Tax ID # \_\_\_\_\_ S. S. # - - Tax ID # \_\_\_\_\_

| OWNERS OR OFFICERS & TITLE: | STREET ADDRESS | CITY, STATE & ZIP |
|-----------------------------|----------------|-------------------|
| 1. _____                    | _____          | _____             |
| 2. _____                    | _____          | _____             |

| BANK REFERENCE NAME  | ADDRESS | CITY, STATE & ZIP | ACCT.# | CONTACT/OFFICER |
|--|---------|-------------------|--------|-----------------|
| (Complete mailing addresses or "fax" numbers with area code are <i>REQUIRED</i> .) |         |                   |        |                 |
| 1. _____   | _____   | _____             | _____  | _____           |

| TRADE REFERENCES NAME  | ADDRESS | CITY, STATE & ZIP | FAX NUMBER WITH AREA CODE |
|--|---------|-------------------|---------------------------|
| (Complete mailing addresses or "fax" numbers with area code are <i>REQUIRED</i> .) |         |                   |                           |
| 1. _____   | _____   | _____             | _____                     |
| 2. _____   | _____   | _____             | _____                     |
| 3. _____   | _____   | _____             | _____                     |
| 4. _____   | _____   | _____             | _____                     |

Copy of current financial statement attached? YES \_\_\_\_\_ NO \_\_\_\_\_  
 State-approved resale/exemption certificate attached? YES \_\_\_\_\_ NO \_\_\_\_\_  
 Purchase order numbers required for payment? YES \_\_\_\_\_ NO \_\_\_\_\_  
 Anticipated purchases/Credit requested: Monthly \$ \_\_\_\_\_ Annually \$ \_\_\_\_\_

I/WE CERTIFY THAT THE FOREGOING INFORMATION HAS BEEN SUPPLIED TRUTHFULLY, ACCURATELY AND VOLUNTARILY AND AUTHORIZE MACARTHUR CO. TO INVESTIGATE MY/OUR CREDIT WORTHINESS, CREDIT HISTORY AND FINANCIAL RESPONSIBILITY THROUGH ANY CREDIT BUREAU, REPORTING AGENCY, OR ANY OTHER REASONABLE MEANS, INCLUDING DIRECT CONTACT WITH PAST AND PRESENT CREDITORS. I/WE ALSO AUTHORIZE BANKS AND OTHER FINANCIAL INSTITUTIONS TO RELEASE INFORMATION TO MACARTHUR CO. ABOUT MY LOANS, SAVINGS AND CHECKING ACCOUNTS. IF CREDIT IS EXTENDED AS A RESULT OF THIS APPLICATION, I/WE AGREE TO MAKE PAYMENT PROMPTLY AND IN ACCORDANCE WITH MACARTHUR CO.'S TERMS AND CONDITIONS LISTED ON THE 2<sup>ND</sup> PAGE OF THIS DOCUMENT. I/ WE UNDERSTAND THAT FINANCE CHARGES WILL BE ASSESSED MONTHLY ON ACCOUNTS 30 DAYS OR MORE PAST DUE AT AN ANNUAL RATE OF 3% OVER PRIME AND I/WE AGREE TO PAY SAID CHARGES. FAILURE TO PAY ON THE NET DUE DATE FOR EACH INVOICE SHALL DEEM THE DEBT TO BE PAST DUE. I/WE AM AUTHORIZED TO SIGN ON BEHALF OF THE FIRM COMPLETING THIS FORM. I/WE AGREE TO NOTIFY MACARTHUR CO. OF ANY CHANGES IN THE CORPORATE STATUS, ADDRESS, E-MAIL ADDRESS OR TELEPHONE NUMBER OF OUR FIRM.

Sign Here: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

Please also print Name: \_\_\_\_\_

Sign and Date: \_\_\_\_\_

## MACARTHUR CO. TERMS AND CONDITIONS

**1. Terms:** This credit application shall constitute only an offer and application by Buyer until accepted and countersigned by an authorized agent or Seller. The validity of this agreement and of any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be interpreted and construed pursuant to and in accordance with the laws of the state wherein the MacArthur Co. branch is located with which the Buyer has applied for open account credit. In the event of the commencement of legal action regarding the interpretation or enforcement of any of the terms or provisions of the agreement, or any legal action arising from the agreement and the relationship of the parties, said action shall be commenced in the County and State wherein the MacArthur Co. branch is located with which the Buyer has applied for open account credit or at a location at the discretion of MacArthur Co. MacArthur Co.'s terms of sale are Net 30 days from date of invoice, unless otherwise indicated on the face of the invoice. Finance charge of 3% over prime annually will be charged on all invoices over 30 days past due. The application or collection of such charge is an additional consideration to the sale by Seller to Buyer and does not give the Buyer any right to extend Buyer's payment beyond the due date nor does the application or collection of such charges amount to a forbearance by Seller of Seller's rights to collect any and all over due amounts and if Seller undertakes collection of such amounts by suit or otherwise, Buyer agrees to and shall pay said finance charges as well as any reasonable attorney's fees and costs and expenses of collection including any collection agency fee (including any collection fee based on a percentage of the debt). If the charge on delinquent payment should be held to be unlawful or unenforceable, the charge shall be made at the highest rate of interest allowed by written contract in the state wherein the MacArthur Co. branch is located with which the Buyer has applied for open account credit, or ten percent (10%) per annum, whichever is higher (such rates divided by 12 and applied on a monthly basis).

**2. Security Interest:** Buyer hereby grants to Seller a security interest in and to the goods sold hereunder, and to all inventory, assets, accounts receivable, tools, fixtures and other personal property of Buyer, hereafter referred to as "Collateral" until Buyer fully performs under this agreement. The security interest hereby created shall attach immediately on execution of this Agreement by Buyer, and shall secure the payment, according to its terms, of the foregoing agreement between Buyer and Seller. Until the final termination of this Security Agreement, Buyer at Buyer's own cost and expense, shall keep the Collateral, and all parts of the Collateral, insured for the full amount secured by the Agreement against damage or loss resulting from any and all risks to which it might foreseeably be exposed and risks designated by Seller. Each such policy of Insurance shall be issued by an insurance company acceptable to Seller and shall provide for the loss payable under it being paid to both Buyer and Seller as their interests may appear. Buyer shall pay from its own funds, as they become due, all taxes and assessments levied or assessed against the Collateral, or any part of the Collateral, prior to the final termination of this agreement. Buyer shall keep the Collateral separate and identifiable from other property owned by Buyer or located on the same premises as Collateral and Buyer shall not, without the prior written consent of Seller, sell, lease or otherwise dispose of any portion of the Collateral until all amounts secured by the security interest created by this Agreement have been fully and Finally paid. Seller, either in person or by agent, shall have the right at any and all reasonable times and at reasonable intervals to enter the premises where the Collateral is located and inspect the Collateral. Seller may at its option, but may not be required to, pay on behalf of Borrower and on the account of Buyer any taxes, assessments, liens, insurance premiums, repair costs or maintenance costs that pursuant to the terms of this Agreement should have been but were not paid by Buyer. Seller shall also have the rights, at its option, to enter the premises where the Collateral or any part of the Collateral is located, and cause to be performed as agent and on the account of Buyer any such acts as it may deem necessary for the proper repair or maintenance of the Collateral or any part of the Collateral. Any moneys expended or expenses incurred by Seller under this paragraph shall also be secured by the security interest created by this Agreement and shall be due and payable by Buyer to Seller, together with interest at the rate allowed by law, on demand. Seller may assign his rights under this Security Agreement and the security interest created by this Agreement, Seller's assignee shall be entitled, on written notice of the assignment being given by Secured Party to Borrower to all performance required of Buyer by this Agreement. Should Buyer fail to perform any provision of this Agreement to be performed on its part, or should Buyer fail to pay any obligation secured by this Agreement or the secured interest created by this agreement as it becomes due, then Buyer shall be in default of this Agreement under Article 9 of the Uniform Commercial Code for the state in which the branch is located with whom the Buyer is doing business (hereinafter UCC). In such event, Seller shall have all the rights and

remedies afforded a secured party by the chapter of Default of Article 9 of the "UCC" on the date of this Agreement and may, in connection therewith also: (a) Enter on Buyer's premises to assemble and take possession of the Collateral; (b) Require Buyer to assemble the Collateral and make its possession available to Seller at a place designated by Seller that is reasonably convenient to both Buyer and Seller; (c) Enter Buyer's premises, render the Collateral, if equipment, unusable and dispose of it in the manner provided by the "UCC" on Buyer's premises; (d) Apply the proceeds received from the sale or other disposition of the Collateral or default of Buyer in addition to the items specified in Article 9 of the "UCC" to the payment of reasonable attorneys fees and legal expenses incurred by Seller as a result of Buyer's default. Concurrently with the execution of this Security Agreement or at any reasonable time thereafter demanded by Seller the parties hereto, Buyer and Seller, shall execute any Financing Statement or Financing Statements required to perfect the security interest created by the Agreement. Such Financing Statement or Financing Statements shall be on a form or forms approved by the appropriate Secretary of State. Neither the acceptance of any partial or delinquent payment by Seller, nor Seller's failure to exercise any of its rights or remedies on default by Buyer shall be a waiver of the default, a modification of this Agreement or Buyers obligations under this Agreement, or a waiver of any subsequent default by Buyer.

**3. Risk of Loss:** Risk of loss passes from Seller to Buyer either on delivery by Seller to a carrier or on Delivery by Seller to the delivery point specified herein.

**4. Checking Materials Claims:** Buyer agrees to check materials against shipping papers immediately upon delivery of destination. Claims including shortage claims must be made promptly after delivery, but not later than 30 days. Buyer and Seller must be given a reasonable opportunity to investigate. No material shall be returned to Seller without its written consent. Seller will instruct Buyer as to disposition of rejected material.

**5. Replacement and Limitation of Remedies:** Subject to paragraph four (4) above, Seller will replace at the delivery point specified herein, any material furnished hereunder, that is found to be defective or otherwise fails to conform to the conditions herein, or warranties expressed herein or implied from this sale, or at Seller's option, Seller will repay or credit to the Buyer's account the price paid for such product, plus transportation charges paid by Buyer, less fees. Material returns will be subject to a restocking fee. Buyer's remedies with respect to the defects or non-conformities specified above shall be limited exclusively to the right of replacement thereof or to the crediting or repayment of the price as provided above, in no event will Seller be liable for incidental or consequential damages or for labor claims.

**6. Inspection Charges:** Seller shall not be liable for charges for inspection and testing of materials.

**7. Waiver:** Waiver by Seller or Buyer of any breach of these terms and conditions shall not be construed as a waiver or any other breach of the same or other terms and conditions.

**8. Modification of Terms:** Purchase orders or other documents passing between Seller and Buyer prior to this document are negotiations and are not part of the terms and conditions of sale and no terms, conditions or express warranties other than those stated herein, and no agreement, oral or written, in any way purporting to modify these terms or conditions, whether contained in Buyer's purchase or shipping form, or elsewhere, shall be binding on Seller unless hereafter made in writing and signed by Seller's authorized representative. All proposals, negotiations, and representations, if any, made prior and with reference, hereto are merged herein.

**9. Freight:** All deliveries made by MacArthur Co. may carry a minimum \$10.00 charge, please confirm amount with your local branch. Other shipments by common carrier will be F.O.B. shipping point with charges prepaid and included on your invoice.

**10. No Warranties:** No warranties express or implied, representations, promise or statements as to the condition, fitness for purpose or use, or merchantability of the goods sold hereunder have been made by Seller unless expressly set forth in this agreement, or the sales documents. Any statement as to the date of manufacture, or model number or other reference to the goods sold is for the purpose of identification only and is not a representation of warranty.

**GUARANTY**

*(Completion of guaranty required for sole proprietorships or partnerships.  
May be requested from a corporation after processing of trade references.)*

In consideration of *MacArthur Co.*, (with corporate headquarters in St. Paul, Minnesota), accepting orders and/or continuing to extend credit to \_\_\_\_\_,

(Name of Firm or Individual seeking credit)

a corporation or an individual, organized and existing under the laws of the state of \_\_\_\_\_

(State of organization)

having a principal place of business at: \_\_\_\_\_

(Main Company/Corporate Address of firm or individual seeking credit)

(hereinafter called the "**Customer**"), for merchandise that may be sold and delivered by *MacArthur Co.* to the **Customer**, the undersigned personally guarantees prompt and full payment to *MacArthur Co.* of all obligations of the **Customer**, whether now due or hereafter incurred. This is a continuing guaranty and shall remain in full force and effect until such time as the undersigned shall give to *MacArthur Co.* written notice of revocation by certified mail. Such notice or revocation shall not affect rights acquired by *MacArthur Co.* prior to its receipt.

The undersigned hereby waives all notices to which it may be entitled including notice of default in any payment by the **Customer**, and agrees and consents that *MacArthur Co.* may, at any time, grant extensions of time or other forbearance to the Corporation or its assigns, and the undersigned hereby waives generally all surety defenses and in the nature thereof.

The undersigned agrees to pay all reasonable costs, collection fees, attorney fees, and expenses incurred by seller in event of failure of the **Customer** to pay this amount when due.

\_\_\_\_\_  
Signature of Guarantor (INDIVIDUALLY)

Print name: \_\_\_\_\_

\_\_\_\_\_  
Signature of additional Guarantor and/or Spouse (INDIVIDUALLY)

Print name: \_\_\_\_\_

\_\_\_\_\_  
Home Address

\_\_\_\_\_  
Home Address

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

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

\_\_\_\_\_  
Social Security Number

\_\_\_\_\_  
Social Security Number

**IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND SEAL** this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_  
Witness to Signature (By *MacArthur Co.* Employee or Independent Notary Public)  
*(Lack of witness or notary does not negate the validity of the personal guarantee.)*

**TERMS AND CONDITIONS OF OPEN ACCOUNT SALES**

**COMPLETE IF E-MAIL STATEMENT AND/OR INVOICE OPTION IS SELECTED: TERMS AND CONDITIONS OF PURCHASING INVOICE**

**MATERIAL MAY NOT BE RETURNED WITHOUT OUR WRITTEN OR EXPRESSED PERMISSION. PLEASE INCLUDE OUR INVOICE NUMBER.**

**FINANCE CHARGES** ON PAST DUE ACCOUNTS ARE 3% OVER PRIME RATE ANNUALLY.

The goods or services covered by our invoices and statements have been manufactured or performed in compliance with the Fair Labor Standards Act of 1938 as amended.

**Risk of Loss:** Unless otherwise specified on the face of any invoice, the FOB point shall be Seller's or manufacturer's location designated on the face of the invoice. Buyer shall bear all risk of loss or damage to the goods, and title shall shift to Buyer upon delivery of the goods to carrier by Seller.

**Breakage or Loss in Transit:** In the event of breakage or loss in transit, Buyer shall make a notation of the same upon the freight bill before acceptance of material and paying freight. All claims must be made within five (5) days after receipt of goods or they shall be deemed waived by Buyer.

**Seller's Warranties:** Seller warrants that the goods sold on each invoice will conform to the manufacturer's specifications, that it will convey good title thereto, and that such goods will be delivered free from any lawful security interest, lien or encumbrance.

**Disclaimer of Warranties:** Except as is otherwise provided, Seller makes no warranty of merchantability or fitness for a particular use, nor is there any other expressed or implied warranty associated with the sale of any goods. Buyer acknowledges the use of its own skill and expertise in the selection of the product and does not rely to form the basis of the bargain on any oral or written statements, representations, or samples made or presented to Buyer prior to or concurrent with the execution of this contract. Seller assumes no liability for any technical advice given to Buyer on the use of the goods purchased, and Buyer expressly agrees that such advice will be used at its own risk.

**Limitation of Remedies and Liability:** Buyer's exclusive remedy for any cause of action is expressly limited to Buyer's option to replacement of, or repayment of the purchase price for the goods with respect to which damages are claimed. Seller shall not be liable, and Buyer waives all claims against Seller, for incidental or consequential damages based upon negligence, breach of warranty, strict liability in tort or any other cause of action. All claims shall be deemed waived unless made in writing within thirty (30) days of Buyer's receipt of the goods.

**Indemnification:** Buyer will indemnify Seller against all claims, loss, liability and expense on account of any injury or death of persons (including Buyer's employees or damage to property) arising out of Buyer's unloading, storage, handling, use or resale of the product sold and invoiced except for the portion of damages attributable to Seller's negligence. This indemnity obligation of Buyer will survive termination of this contract.

**Patent Infringement:** If suit is brought against Buyer alleging that the manufacture or sale of the product sold and invoiced infringes any U.S. patent, Seller will defend Buyer and pay any award against Buyer for such infringement, provided Buyer gives Seller prompt written notice and permits Seller to defend. This agreement to indemnify shall not include any goods made specifically for Buyer, Buyer warrants there is no U.S. patent covering them, or Buyer has a right to have them made. Buyer shall assume all responsibility for the use of any design, trademark, tradenames, or part thereof, appearing on the goods at Buyer's request.

**Products Liability:** In the event any claim is brought against Buyer, which has a basis that the product sold and invoiced is defective or contains a hazardous substance which has caused an injury, Buyer shall immediately notify Seller of such claim, the person asserting the same and the grounds upon which such claim is based.

**Applicable Law:** This contract shall be governed by and construed in accordance with the Uniform Commercial Code as in effect in the state in which the transaction takes place except as the provisions of such Code are herein modified.

**Invoice Agreement:** Each individual invoice contains the entire agreement of the parties. Individual invoices may not be modified or terminated orally, and no claimed modification, termination or waiver on any invoice shall be binding on Seller unless in writing signed by a duly authorized representative of Seller. No modification or waiver on any invoice shall be deemed effected by Buyer's acknowledgment or confirmation containing other or different terms. All titles to clauses contained on any invoice are for identification only and shall not be construed as being a substantive part of this agreement.

The customer has read and agrees to abide by the terms and conditions of sale as written.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Serving The Construction Industry Since 1913

**CUSTOMER EMAIL & WEBSITE REGISTRATION FORM \*Optional**

- email completed & signed document to MacCredit@macarthurco.com
- complete one form per email or account access recipient
- one portal account per email address ONLY (multiple email addresses may be required)

COMPANY NAME \_\_\_\_\_ Customer Number \_\_\_\_\_  
 CORPORATE ADDRESS \_\_\_\_\_ City, ST & Zip \_\_\_\_\_  
 COMPANY PHONE NUMBER ( ) \_\_\_\_\_

Electronic Account Appointee (up to 3 per company)

FIRST NAME \_\_\_\_\_ M.I. \_\_\_\_\_ LAST NAME \_\_\_\_\_  
 OFFICE/MOBILE PHONE NUMBER ( ) \_\_\_\_\_

\_\_\_\_\_  
 SIGNATURE TITLE DATE

ACCOUNT EMAIL ADDRESS \_\_\_\_\_

Check all that apply:

Email Invoices  Email Statements  Order Confirmation  Customer Portal Account

**MACARTHUR CO. WEBSITE REGISTRATION TERMS AND CONDITIONS**

With completion of this form, the customer understands and agrees to the follow:

- The customer will not receive invoices and monthly statements via US mail.
- All invoices and monthly statements will be electronically mailed (e-mailed) to the email address(es) provided by the Company President, Company Senior Accounting Executive or other authorized Company Executive.
- The customer is solely responsible for the accuracy of information for account set up and communicating all changes of email account information to MacArthur Co. in a timely manner.
- All changes to Customer Website accounts need to go through the MacArthur Co. credit department.
- Account support is available during normal business hours.
- The customer pricing data is intended solely for use by active MacArthur Company customers, any unauthorized review, use, disclosure or distribution is prohibited. Pricing information is subject to change.

As an authorized representative of my company, I understand that it is my responsibility or the responsibility of my firm to provide current email addresses to receive statements and invoices from MacArthur Co. Should the status of the receiver of these documents change, my firm will advise MacArthur Co. of the new contact's email address. No liability is assumed by MacArthur Co. for any loss or damage that may occur as a result of misdirected e-mailed documents.

Company President/Senior Accounting Executive

FIRST NAME \_\_\_\_\_ M.I. \_\_\_\_\_ LAST NAME \_\_\_\_\_

\_\_\_\_\_  
 SIGNATURE TITLE DATE