

CREDIT APPLICATION

Confidential Credit Application and Agreement

Please check branch from which you request credit:

- | | | | |
|---|---|--|---|
| <input type="checkbox"/> Atlanta, Georgia | <input type="checkbox"/> Columbia, South Carolina | <input type="checkbox"/> Louisville, Kentucky | <input type="checkbox"/> Phoenix, Arizona |
| <input type="checkbox"/> Baltimore, Maryland | <input type="checkbox"/> Dallas, Texas | <input type="checkbox"/> Milwaukee, Wisconsin | <input type="checkbox"/> Pittsburgh, Pennsylvania |
| <input type="checkbox"/> Bay Area, California | <input type="checkbox"/> Indianapolis, Indiana | <input type="checkbox"/> Minneapolis, Minnesota | <input type="checkbox"/> St. Louis, Missouri |
| <input type="checkbox"/> Buffalo, New York | <input type="checkbox"/> Kansas City, Kansas | <input type="checkbox"/> Norfolk, Virginia | <input type="checkbox"/> Sacramento, California |
| <input type="checkbox"/> Clearwater, Florida | <input type="checkbox"/> Las Vegas, Nevada | <input type="checkbox"/> Orange County, California | <input type="checkbox"/> San Antonio, Texas |
| <input type="checkbox"/> Cleveland, Ohio | <input type="checkbox"/> Edison, New Jersey | <input type="checkbox"/> Orlando, Florida | <input type="checkbox"/> San Diego, California |

Line of Credit Requested \$ _____ **Date** _____

BUSINESS NAME _____ PHONE _____

STREET _____ FAX _____ WEBSITE ADDRESS _____

CITY _____ STATE _____ ZIP _____ YEARS AT THIS ADDRESS: _____

TYPE OF BUSINESS _____ FEDERAL TAX ID # _____ DATE ESTABLISHED _____ HOW LONG IN BUSINESS? _____

Ownership: Sole Owner Partnership Corporation Other _____

Names and Titles of Principal Owners or Officers

NAME _____ TITLE _____ TELEPHONE # _____

HOME ADDRESS _____

SOCIAL SECURITY # _____ CELL PHONE # _____ E-MAIL ADDRESS _____ DRIVERS LICENSE #/STATE _____

NAME _____ TITLE _____ TELEPHONE # _____

HOME ADDRESS _____

SOCIAL SECURITY # _____ CELL PHONE # _____ E-MAIL ADDRESS _____ DRIVERS LICENSE #/STATE _____

Trade References

(Name Suppliers of Major Products and Services)

NAME _____ ADDRESS _____ TELEPHONE # _____ FAX # _____

NAME _____ ADDRESS _____ TELEPHONE # _____ FAX # _____

NAME _____ ADDRESS _____ TELEPHONE # _____ FAX # _____

CREDIT APPLICATION (CONTINUED)

Bank Reference

BANK NAME ADDRESS

TELEPHONE # FAX # ACCOUNT MANAGER

ACCOUNT TYPE ACCOUNT #

Has the firm or any of its principals ever been bankrupt? Yes No

If yes, explain:

Person to contact about the account:

NAME TITLE TELEPHONE #

Please specify how you would like your invoices delivered:

E-mail: _____ Fax: _____

The above information is given for the purpose of obtaining credit and is warranted to be true. I/We hereby authorize N. Glantz & Son, LLC or its agent to make any inquiries it deems necessary pertaining to my/our credit and financial responsibility, including obtaining a commercial and/or consumer credit report in connection with the opening, monitoring, renewal, and extension of credit with N. Glantz & Son LLC. The undersigned agrees to pay for all materials and services provided, shipped and /or billed by N. Glantz & Son, LLC within thirty (30) days of invoice date. I/We further agree to pay all finance charges imposed at the rate of 1-1/2% per month (18% per annum) on any invoice not paid within thirty (30) days. I/We understand our account may be put on COD should any invoices not be paid within sixty (60) days. In the event it becomes necessary for N. Glantz & Son, LLC to place this account for collection, whether or not legal action is filed, I/ we agree to pay all costs and expenses of collection including, but not limited to, collection agency fees and reasonable attorney fees. I/We waive any rights to a jury trial. Venue for any action brought shall be at the discretion of N. Glantz & Son, LLC.

(DATE) (OWNER, PARTNER, OFFICER SIGNATURE)

Personal Guarantee

In consideration of credit being extended by N. Glantz & Son, LLC to the above named applicant for merchandise to be purchased whether applicant be an individual or individuals, a proprietorship, a partnership, a corporation, or other entity, the undersigned guarantor or guarantors each hereby personally and unconditionally contract and guarantee to N. Glantz & Son, LLC the faithful payment, when due, of all accounts of said applicant. The undersigned guarantor or guarantors each hereby expressly waive all notice of acceptance of this guarantor, notice of extension of credit to applicant, presentment, and demand for payment on applicant, protest and notice to undersigned guarantor or guarantors extension of time of payment to applicant or with respect to any security held by N. Glantz & Son, LLC extension of time to applicant, acceptance of partial payment or partial compromise, all other notices to which undersigned guarantor or guarantors might otherwise be entitled and demand for payment under this guarantee. Absent written permission by creditor, this personal guarantee may not be revoked.

NAME OF PERSONAL GUARANTOR-PLEASE PRINT NAME DATE

SIGNATURE OF PERSONAL GUARANTOR, SIGNED INDIVIDUALLY (PLEASE SIGN YOUR NAME)

Please fax completed application to 502.271.5588.

TERMS & CONDITIONS

Last Updated: April 1, 2019

By Using, Visiting Or Accessing The Website Or Purchasing Products, You Agree To These Terms And Conditions For Yourself And Any Person That Uses The Website Under Your Account Or User That You Add Under Your Account Registration.

Glantz offers a wide range of products and services, and sometimes additional terms may apply. For example, when you use the website to create custom digital content, you will also be subject to the guidelines, terms and conditions and agreements applicable to digital content. To the extent that any provision of these Terms and Conditions conflicts with any terms relating to the digital content, the terms specific to the digital content will control.

If You Do Not Agree With These Terms And Conditions Do Not Use The Website

Glantz may revise these Terms and Conditions at any time by updating the website. Glantz reserves the right to modify or discontinue the website and the products or services provided at any time without notice to you, and Glantz will have no liability to you if Glantz does so. You acknowledge that your use of the website will not be uninterrupted or error-free, and that Glantz cannot guarantee continuous or secure access to the website.

Privacy

Please review our Privacy Policy which also governs your use of the website to understand our practices.

Electronic Communications

When you purchase products, complete any applications (credit or employment, for example) or send emails to us, you are communicating with us electronically. You consent to receive communications from us electronically. We will communicate with you by email or through notices on this website, related websites or in our catalogue. You agree that all agreements, notices, disclosures or other information provided to you electronically satisfy any legal requirement that any such communication be in writing.

User Account

In connection with the website, you may be asked to provide certain registration details or other information. It is your responsibility to provide accurate and complete information.

You are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer. You are also responsible for the actions of all users accessing the website or purchasing products through your account. Acceptance of these Terms and Conditions by you constitutes acceptance for all users under your account whether current users or users added at a later time. You accept responsibility for all activities that occur under your account, including any unauthorized use, and agree to indemnify Glantz from any damages resulting from such use as contemplated herein.

User Information

When you register with us, order products or complete any application, you will be asked to provide Glantz with certain information including, without limitation, a valid email address. Glantz's Privacy Policy describes the information Glantz collects from you and other visitors to the website and how Glantz uses the information. Glantz's Privacy Policy is part of these Terms and Conditions.

TERMS & CONDITIONS

Security Rules For Glantz Website

You are prohibited from violating or attempting to violate the security of the website or sites linked to ours, including, without limitation, (a) accessing or attempting to access data not intended for you or logging into or attempting to log into a server or account which you are not authorized to access, (b) attempting to probe, scan or test the vulnerability of the system or network or to breach security or authentication measures, (c) interfering or attempting to interfere with service to any user, host or network, including, without limitation, by using a virus, overloading, “flooding”, “spamming”, “mail bombing” or “crashing”, (d) sending any unsolicited email, or (e) forging any TCP/IP packet header or any part of the header information in any email or newsgroup posting. Taking any of these actions may result in civil or criminal liability. Glantz may investigate occurrences that it believes may involve such violations, and cooperate with, law enforcement authorities in prosecuting users who are involved in such violations.

Specific Prohibited Uses

The website may be used only for lawful purposes. Glantz specifically prohibits any use of the website or linked sites, and you agree not to use the website or linked sites, for any of the following:

- Submitting any incomplete, false or inaccurate information or information which is not your own.
- Deleting or revising any material submitted by any other person or entity.
- Using any device, software or routine to interfere or attempt to interfere with the proper working of the website or any activity being conducted on the site.
- Taking any action that imposes an unreasonable or disproportionately large load on the website’s infrastructure.
- Using or attempting to use any engine, software, tool, agent or other device or mechanism (including without limitation browsers, spiders, robots, avatars or intelligent agents) to navigate the website other than what is available from Glantz on the website or other than generally available third party web browsers (e.g., Google Chrome, Mozilla Firefox, Internet Explorer, etc.).
- Attempting to decipher, recompile, disassemble or reverse engineer any of the software comprising or in any way a part of the website.
- If you have a password allowing access to a non-public area of the website, disclosing to, or sharing your password with, any third parties or using your password for any unauthorized purpose.

If any of the restrictions contained in these Terms and Conditions are violated by you, Glantz has the right to terminate access to the website without notice.

Proprietary Information

The material and content accessible from the website, including but not limited to text, graphics, and images, are the proprietary information of Glantz or third parties with which Glantz has agreements. Accordingly, the material and content available on the website may not be copied, distributed, republished, uploaded, posted or transmitted in any way except as specifically allowed under the terms related to the materials or without the prior written consent of Glantz. Modification or use of the material or content on the website, except as expressly provided in these Terms and Conditions or terms specific to those products, violates Glantz’s or third parties’ intellectual property rights. Much of the digital content is protected by copyright laws. Neither title nor intellectual property rights are transferred to you by access to the website.

TERMS & CONDITIONS

Trademarks

Trademarks, service marks and logos appearing in the website are the property of Glantz or the party that provided the trademarks, service marks and logos to Glantz. Glantz and any party that provided trademarks, service marks and logos to Glantz retain all rights with respect to any of their respective trademarks, service marks and logos appearing in the website.

Copyright Complaints

Glantz respects the intellectual property of others. If you believe that your work has been copied in a way that constitutes copyright infringement, please follow our Notice and Procedure for Making Claims of Copyright Infringement described below.

Orders

All orders are subject to the approval and acceptance, in writing, by an authorized representative of Glantz. No orders in process are subject to cancellation, deferment of delivery, or change of specifications without the approval, in writing, of an authorized representative of Glantz.

Certain items, such as items that are not typically kept in stock, may require that there be a minimum amount ordered. Glantz does not guarantee that any order will be processed. When Glantz is processing an order made through the website, the customer will receive an email confirmation of the order from Glantz. Some orders may require follow-up by you before being processed.

Price

Prices are subject to change without notice. All orders will be billed at prevailing prices in U.S. dollars and are to be paid in U.S. dollars, including any international orders. All prices are exclusive of taxes, customs, duties and any and all current or future tax or governmental charge (including sales tax) unless otherwise specified by us in writing. Prices do not include any present or future state or local sales taxes unless specifically stated. It is your responsibility to bear all such taxes. Taxes where applicable may be added to the price shown and you are responsible for paying such taxes unless you furnish us with a tax exemption certificate in a form agreeable to the respective authority. Upon request, we will quote current prices before accepting your order.

Credit

All credit is subject to approval by our credit department. If not paid by credit card, unless otherwise noted, the terms of sale are net 30 days from the date of invoice. Accounts 30 days past due will be subject to a service charge in the amount of one and one-half percent (1 ½%) per month (18% per year) or the greatest amount permitted by law, whichever is less. We reserve the right to require full or partial payment in advance of shipment or demand other assurance of performance where we determine in our sole discretion that your credit or financial condition has become unsatisfactory. In the event of non-payment, you will be required to pay our reasonable attorney's fees and expenses incurred in collecting payment, together with all applicable interest charges. We may apply payments to any outstanding invoices.

TERMS & CONDITIONS

Shipping

All shipping dates are approximate and not guaranteed, and Glantz shall not be liable for any delays in shipment. All orders are F.O.B. shipping point except where it is specifically stated that they are freight allowed. The point of origin of shipment, the method of transportation, and the routing of shipments are the option of Glantz. Some items are not stocked at all of our branch locations, and may be subject to additional freight charges. If expedited shipping is requested, there may be certain cutoff times that must be met. If not met, expedited shipping may not be available.

Risk of Loss

All items purchased from Glantz are made pursuant to a shipment contract. This means that the risk of loss and title for such items pass to you upon our delivery to the carrier at our facility.

Product Descriptions

Glantz attempts to be as accurate as possible. However, Glantz does not warrant that product descriptions or other content is accurate, complete, reliable, current, or error-free. If a product offered by Glantz itself is not as described, your sole remedy is to return it in unused condition.

Returns

Any stock item which does not meet your specifications or afford complete satisfaction may be returned, new and unused with its original packaging, to Glantz for full credit within 30 days after shipment. Any return may be subject to a restocking fee as set by Glantz from time to time. You may not return non-stock items to Glantz without first obtaining our written authorization and shipping instructions. Some non-stock items may not be accepted for return. Non-stock items returned for credit must be in new condition. You are responsible for all items permitted for return until such items are unloaded at our facility designated for such returns.

Disclaimer Of Warranties

The only available warranty is that of the manufacturer (Glantz is not the manufacturer) as set forth in its written warranty, if any. Otherwise, any products or services provided by Glantz included or otherwise made available to you are provided by Glantz on an "as is" and "as available" basis. Glantz makes no representation or warranties of any kind, express or implied and you expressly agree that your use of products or services provided by Glantz is at your sole risk. Glantz expressly disclaims all other warranties, express or implied, including warranties of merchantability and fitness for a particular purpose and warranties and/or indemnities against infringement of any intellectual property rights.

To the fullest extent permitted by law, Glantz, its officers, directors, employees, and agents disclaim all warranties, express or implied, in connection with the website and the use thereof. Glantz makes no warranties or representations about the accuracy or completeness of the website's content or the content of any websites linked to the website and assumes no liability or responsibility for any (i) errors, mistakes, or inaccuracies of content, (ii) personal injury or property damage, of any nature whatsoever, resulting from access to and use of the Glantz website, (iii) any interruption or cessation of transmission to or from this website, (iv) any bugs, viruses, trojan horses or the like which may be transmitted to or through this website by any third party, and/or (v) any errors or omissions in any content or for any loss or damage of any kind incurred as a result of the use of any content posted, emailed, transmitted or otherwise made available via the website.

TERMS & CONDITIONS

Additional Terms Of Use

Certain areas of the website may be subject to additional terms of use. By using such areas, or any part thereof, you agree to be bound by the additional terms of use applicable to such areas.

General

Glantz makes no claims that the content of the website may be lawfully viewed or downloaded outside of the United States. Access to the content may not be legal by certain persons or in certain countries. If you access the website from outside of the United States, you do so at your own risk and are responsible for compliance with the laws of your jurisdiction.

Disputes

The Terms and Conditions shall be governed by the laws of the Commonwealth of Kentucky without regard to its choice of law rules or to the Convention on Contracts for the International Sale of Goods. Any disputes relating to these Terms and Conditions, the purchase of products or services or use of the website or services will be resolved in the Federal or state courts in the Commonwealth of Kentucky. You agree to submit to personal jurisdiction and venue of the federal and state courts located in Jefferson County, Kentucky. Moreover, the website is a passive website that does not give rise to personal jurisdiction over Glantz, either specific or general, in jurisdictions other than Kentucky. Any action must be brought within one (1) year after the cause of action arose, otherwise the cause of action is permanently barred.

Severability

In the event that any portion of these Terms and Conditions is held to be invalid, the invalidity of such provision will not affect the validity of the remaining provisions of the Terms and Conditions, which will remain in full force and effect.

Entire Agreement

Except as specifically provided in a written agreement signed by an authorized representative of Glantz, the Terms and Conditions, including the Privacy Policy, constitute the entire agreement between Glantz and you. No changes to these Terms and Conditions shall be made except by a revised posting on this page or, in a writing signed by an executive officer of Glantz. These Terms and Conditions supersede all prior agreements, proposals and discussions between the parties, whether oral or written, with respect to the purchase and sale of goods or services other than a written agreement signed by both parties and specifically referring to the order. Any additional, inconsistent or different terms or conditions contained in your purchase order or other documents submitted by your or on your behalf at any time, whether before or after the date hereof, shall be deemed a material alteration and not a rejection of these Terms and Conditions, and are hereby expressly rejected by Glantz. These Terms and Conditions shall be deemed accepted by you without any such additional, inconsistent or different terms and conditions, except to the extent expressly accepted by Glantz in a writing signed by an authorized representative of Glantz.

The Terms and Conditions do not constitute any partnership, joint venture, or other relationship other than as expressly stated herein.



1.866.645.2689
nglantz.com

TERMS & CONDITIONS

Excuse Of Performance

The parties will be excused from their respective performances hereunder (except your payment obligations) if performance is prevented or delayed due to acts of God, war, terrorism, riot, fire, labor trouble (including strikes, lockouts and labor shortages), failure of computer systems to operate properly, destruction or loss of electronic records or data, plant shutdowns, unavailability of materials or components, unavailability of or delays in transportation or manufacturing, insufficient production capacity, unavailability or shortage of fuel products, explosion, accident, compliance with governmental requests, laws, regulations, orders or actions, or other unforeseen circumstances or causes beyond such party's reasonable control. If such event affects Glantz, Glantz may, without liability, allocate and distribute goods among such customers in such proportions as Glantz, in its sole discretion, determines.

Notice And Procedure For Making Claims Of Copyright Infringement

If you believe that your work has been copied in a way that constitutes copyright infringement, please submit your complaint by email or in writing and include in it the following information:

- A physical signature of the person authorized to act on behalf of the owner of the copyright interest;
 - A description of the copyrighted work that you claim has been infringed upon;
 - A description for where the material that you claim is infringing is located on the site;
 - Your address, telephone number and e-mail address;
 - A statement by you that you have a good-faith belief that the disputed use is not authorized by the copyright owner, its agent or the law;
 - A statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner, or authorized to act on the copyright owner's behalf.
- Glantz's Copyright Agent for notice of claims of copyright infringement on its site can be reached as follows:

Copyright Agent:
Greg Maudlin
Glantz
2501 Constant Comment Place
Louisville, Kentucky 40299
Phone: 502-271-5742
Fax: 502-271-5743
E-mail: gmaudlin@nglantz.com

We endeavor to respond quickly to the concerns of rights owners about any alleged infringement.

Please note that this procedure is exclusively for notifying Glantz that your copyrighted material has been infringed.

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