



G&H Distributing Inc.
900 W Russell St.
Sioux Falls, SD 57104

Please Submit Application to:

Email: **accounting@ghdistributing.com**
 Fax: (605) 334-0228
 Phone: (605) 334-7131

Account & Credit Application Form

Please fill out this application completely and return it to our accounting department for review.

General Business Information (Complete all fields.)			Ship-To Address		
Legal Business Name / Billing Address			Ship-To Address		
Business Name:			Business Name:		
Street Address:			Street Address:		
City:	State:	Zip:	City:	State:	Zip:
Phone #:			Phone #:		
Fax #:			Fax #:		
Website:					

Federal Tax ID #: _____ Sales Tax Exempt? Yes No

(Note: If applicable, a copy of reseller or tax exemption certificate is required. Please include with submitted application)

Type of Business: Individual Partnership Corporation Govt. Agency Other _____
 Public Private Public Univ/Coll Private Univ/Coll

Years in Business: _____ Year of Incorporation.: _____ State of Incorporation: _____

Estimated Annual Spend \$: _____

Credit Amount Requested \$: _____

Terms Requested (Net 30 Standard): _____

*All approved credit accounts are set up with the standard Net 30 terms.

*Accounts requesting terms other than the standard will be reviewed on a case-by-case basis and may be subject to annual sales minimums.

Are Purchase Orders Used? Yes No

Purchasing Contact: _____ Telephone: _____ Email: _____

Accounts Payable Contact: _____ Telephone: _____ Email: _____

Email address for invoicing: _____

Do you require order acknowledgements? Yes No Email for acknowledgements: _____

Do you require monthly statements (mailed)? Yes No

Do you allow partial shipments? Yes No

G&H Internal Use:

Customer Account Code:	Terms:	Date Created:

Name of Owners, Partners, or Officers and Titles if Incorporated

(Complete all fields and provide at least one owner, partner or officer.)

Name: _____

Name: _____

Title: _____

Title: _____

Phone #: _____

Phone #: _____

Email: _____

Email: _____

Credit Reference Information(Please provide information of at **least three** companies with business activity in the last 12 months.)**Business Name:** _____**Business Name:** _____

Contact Person: _____

Contact Person: _____

Address: _____

Address: _____

City: _____

City: _____

State / Zip: _____

State / Zip: _____

Phone #: _____

Phone #: _____

Fax #: _____

Fax #: _____

Email: _____

Email: _____

Account #: _____

Account #: _____

Bank Reference Information**Business Name:** _____**Bank Name:** _____

Contact Person: _____

Contact Person: _____

Address: _____

Address: _____

City: _____

City: _____

State / Zip _____

State / Zip _____

Phone #: _____

Phone #: _____

Fax #: _____

Fax #: _____

Email: _____

Email: _____

Account #: _____

Account #: _____

This application is submitted for the purpose of obtaining credit with G&H Distributing Inc. and is warranted to be true. By signing this application the undersigned acknowledges that he/she is authorized to execute this application and to obligate the company to make payment in full for all amounts due according to invoice on or before the net due date. Additionally, the undersigned will be responsible for all late charges accrued, collection costs and attorney fees, with or without lawsuit, in order to collect any delinquent moneys. The undersigned hereby authorizes G&H Distributing Inc. to make such inquiries (corporate/personal) as are necessary to obtain credit information and authorizes the bank(s) of record to release information regarding accounts.

Signature of Owner, Partner or Corporate Officer_____
Date_____
Printed Name of Signer_____
Title



TERMS & CONDITIONS OF SALE

GENERAL OFFER & ACCEPTANCE: G&H Proposals and/or Quotes constitutes an offer for the sale of goods (the "Goods") and includes all the terms and conditions contained herein (the "Terms & Conditions of Sale"). Any Purchase order or other form of acceptance issued by the Buyer in response to a Proposal/Quote from G&H Distributing shall result in a contraction for the purchase of the Goods at the price quoted by the G&H authorized representative and shall be subject to these Terms & Conditions. G&H Distributing Inc and G&H Distributing of Rapid City Inc does not accept any terms contained in any purchase order or other documents issued by the Buyer which are different from, conflict with, modify and/or add to these Terms and Conditions. G&H's execution of any document issued by the Buyer shall constitute only an acknowledgement of receipt thereof, and shall not be construed as an acceptance of any of the terms therein. Unless the Buyer shall have set forth each specific objection to these Terms and Conditions in a separate writing signed and dated by the Buyer and delivered to G&H contemporaneously with the Buyer's purchase order or other acceptance document, the Buyer shall be deemed to have accepted all of these Terms and Conditions. Buyer's issuance of a purchase order or other document which purports to reject some or all of these Terms and Conditions by virtue of the Buyer's standard form language, or otherwise shall not be sufficient objection. Where the Buyer specifically objects to any of these Terms and Conditions, no contract shall be formed unless and until G&H agrees to accept in writing the Buyer's proposed modifications to these Terms and Conditions.

PURCHASE AND SALE: Subject to these Terms and Conditions, the Buyer agrees to buy, and G&H Distributing agrees to sell, the Goods, for the purchase price specified in valid Proposal/Quote. All quotes expire after 30 days unless otherwise stated by the quoting party. Quote expiration dates are based on product ordered and are subject to change at any time. Unless otherwise agreed in writing by both parties, the Buyer assumes all responsibility for the 1) Set-up, start-up, and installation; 2) safety equipment used with the Goods or the Buyer's employees or any third party handling or working with the Goods; and 3) signage and training related to the proper use and/or installation of the Goods; 4) the Goods are used within application parameters and within product specifications as set forth by the manufacturer of the product. G&H Distributing reserves the right to substitute substantially comparable goods for the Goods.

TAXES: The Buyer shall be responsible for, and shall pay, any taxes (sales, excise, use, etc) and any export or import duties which may be applicable to the sale and/or delivery of the Goods and to the performance of any warranty work on the Goods as may be required under Warranties. The Buyer shall defend, indemnify, and hold G&H Distributing harmless from any claim, loss, damage, liability or expense incurred with regard to the payment of such taxes or duties.

PAYMENT: The Buyer shall pay the purchase price, all applicable taxes, freight charges, and all other applicable charges in full, in U.S. Dollars, without any deduction for claims, set-offs or recoupment on account of this contract.

CREDIT: G&H Distributing reserves the right to perform a review of the Buyer's creditworthiness following the acceptance of the credit application. The Buyer agrees to credit terms of NET 30 Days from the invoice date unless otherwise stated in writing with an overriding agreement signed by both parties. In the event if becomes necessary for G&H Distributing to either bring a suit or employ a collection agency to assist in the recovery of any debt owed by the Buyer, G&H Distributing shall be entitled to recover, in addition to the amount of debt due, all costs and attorney's fees. G&H Distributing reserves the right to hold shipments and not accept new orders in the event the Buyer's delinquent on account payment until the account is current and/or other arrangements and agreements have been made in good faith. Any account that fails to pay within agreed upon terms will be subject to compounding interest/finance charges of 1.5% that will be issued on the 1st of every month until the account is reconciled. Frequent account delinquency and failure to pay invoices within terms may result in the revoking of the issuance of credit and the Buyer being reclassified to COD terms.

WILL CALL ORDERS: Unless other arrangements are made, in the event a purchase order is issued with shipment/delivery option marked "Will Call" or "Hold for Pick-Up" the Buyer has 30 days from date of notification that product is ready to pick-up/take possession of the Goods. Failure to pick -up and take possession of the Goods within the stated reasonable time frame will result in the secondary method of product delivery overriding the requested delivery method and G&H will ship the Goods to the Buyer's given address location. The method of shipment will be at the discretion of G&H Distributing and the Buyer will be responsible for all incurred freight/shipping costs related to that Purchase Order. G&H Distributing reserves the right to cancel any order not picked-up by the Buyer after 30 days of being notified of its 'ready status'.

SPECIAL ORDER AND NON-STOCKING GOODS: Special order and Non-stocking Goods may incur incoming/return freight charges and/or are subject to restocking fees in the event of cancelled orders, the responsibility of these additional costs will be on the Buyer. All Goods are FOB factory and freight charges will be assessed at time of shipment. Custom hose assemblies may not be canceled once they have reached the production stage after the Buyer initiates the purchase. Only in specific circumstances can custom hose assemblies be returned for credit and these requests will be reviewed on a case-by-case basis.

RETURNS: G&H Distributing will not accept any returns or issue credit for Goods sold after one year of the original invoice date. Specific Goods return requests will be reviewed on a case-by-case basis and exclusions are based on product, its origination, and market value. All approved Goods with approved RGAs will need to be physically received by a G&H Distributing representative and will be subject to inspection and/or testing prior to any return be finalized and/or credit issued.

WARRANTIES: For the benefit of the Buyer only, G&H Distributing warrants that all new Goods manufactured by G&H Distributing should be free from defects in material and workmanship. G&H Distributing's obligations under this limited warranty are conditioned upon G&H Distributing receiving written notice of any defects no later than expiration of the specific product's warranty period. The limited warranty shall be void with respect to Goods which have been: 1) altered by the Buyer or any third party; 2) repaired by anyone other than G&H Distributing or origination factory/factory approved contractor; 3) subjected to misuse, abuse, neglect, or accident; or 4) damaged by improper installation or application. The limited warranty does not apply to and no warranty is given with respect to: 1) parts, accessories, or components manufactured by others, including, but not limited to, belts, springs, and electrical components; 2) bearings and motors; Unspecified Goods are subject to their own unique factory warranties and are based on each specific brand and may be subject to other exclusions based on the Goods sold.

SAFETY DEVICES, RISKS, & DAMAGES: The Buyer assumes all responsibility for the safe operation and application of the Goods. The Buyer shall provide all signage, warning labels, safety devices, guarding, shielding, PPE, and other measures as may be necessary and/or appropriate, or which are required by federal, state, or local laws and regulation for the safe operation of the Goods.

*Authorized Signature: _____

*Title: _____ *Date: _____