

# Carolina Wholesale Customer/Credit Application & Agreement

425 East Arrowhead Drive, Charlotte, NC 28213

PH: 800-521-4600 FAX: 800-356-9169

For the purpose of obtaining an extension of credit from Carolina Wholesale Office Machine Company, Inc., complete the information below and sign where indicated to accept all terms and conditions:

COMPANY NAME \_\_\_\_\_ APPLICATION DATE \_\_\_\_\_  
BILLING ADDRESS \_\_\_\_\_ DBA NAME \_\_\_\_\_  
CITY, STATE, ZIP \_\_\_\_\_ A/P CONTACT NAME \_\_\_\_\_  
BUSINESS PHONE \_\_\_\_\_ FAX NO. \_\_\_\_\_ A/P CONTACT EMAIL \_\_\_\_\_  
CELL PHONE NO. \_\_\_\_\_

FEDERAL ID # \_\_\_\_\_

<b>Do we have permission to fax/email promotions, updates &amp; pricing to you?</b>	Yes <input type="checkbox"/> No <input type="checkbox"/>
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SHIPPING ADDRESS \_\_\_\_\_  
(IF DIFFERENT) CITY, STATE, ZIP \_\_\_\_\_

YEARS IN BUSINESS \_\_\_\_\_ **\*\* COPY OF RESALE CERTIFICATE OR CERTIFICATION MUST ACCOMPANY THIS APPLICATION\*\***

### TRADE REFERENCES (Office Products Industry only, must provide 3)

Company Name _____	Account # _____
Address _____	Fax # _____
City _____ State _____ Zip _____	Phone # _____
Company Name _____	Account # _____
Address _____	Fax # _____
City _____ State _____ Zip _____	Phone # _____
Company Name _____	Account # _____
Address _____	Fax # _____
City _____ State _____ Zip _____	Phone # _____

### BANK REFERENCE:

Bank Name \_\_\_\_\_ Contact \_\_\_\_\_ Account # \_\_\_\_\_  
Address \_\_\_\_\_ Fax # \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ Phone # \_\_\_\_\_  
By signature below customer agrees to pay all bank fees if any associated with obtaining the bank reference information

**Estimated monthly purchases** (for purpose of establishing credit line) \$ \_\_\_\_\_

TYPE OF OWNERSHIP: \_\_\_\_\_ CORPORATION \_\_\_\_\_ PARTNERSHIP \_\_\_\_\_ INDIVIDUAL  
Name of Officers/Principals: \_\_\_\_\_ Title: \_\_\_\_\_  
Social Security Number (Individual, Sole Proprietorship, Partnership): \_\_\_\_\_

SIGNATURE\*: \_\_\_\_\_ Print Name: \_\_\_\_\_ Title: \_\_\_\_\_

**\* Your authorization to obtain bank references along with acknowledgement of receipt and your acceptance of Terms and Conditions attached. Must be Owner if Sole Proprietorship or Partnership /Officer of Company if Corporation.**

### GUARANTY

The undersigned, jointly and severally, guarantee the payment, when and as due, to Carolina Wholesale Office Machine Company Inc., ("Carolina Wholesale") its successors and/or assigns of any and all amounts from time to time owing by Customer to Carolina Wholesale. The undersigned waives notice of acceptance of this Guaranty or any extensions in time of payment, and of all other notices to which the undersigned would be otherwise entitled by law and agree to pay all amounts owing hereunder upon demand, without requiring any prior action or proceeding against Customer. In the event an attorney is employed to enforce this Guaranty, the undersigned agrees to pay, in addition to the past due obligations, reasonable attorney/collection fees.

This \_\_\_\_\_ day \_\_\_\_\_, 200\_\_.

\_\_\_\_\_  
(Principle Signature)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Co-Principle Signature)

\_\_\_\_\_  
(Print Name)

## **Carolina Wholesale**

### **TERMS AND CONDITIONS**

In consideration of Carolina Wholesale Office Machine Co. Inc., (“Carolina Wholesale”) accepting Customer’s application for credit and in consideration of any extension of credit by Carolina Wholesale to Customer, and the sale of any goods to Customer, intending to be legally bound hereby, Customer agrees as follows:

1. The Customer hereby represents that the information herein contained is true and correct and hereby authorizes Carolina Wholesale to contact the designated references as well as any or all appropriate credit bureaus for information pertaining to the credit worthiness and financial responsibility of the Customer.
2. Carolina Wholesale may, but shall not be bound to, extend credit to Customer in its sole discretion and in its sole discretion may modify or withdraw at any time credit terms extended by it to Customer.
3. Terms and Conditions of Sale – Terms are Net 30 with approved credit. Any sale of goods by Carolina Wholesale to Customer shall be governed solely by these Terms and Conditions and the Terms and Conditions appearing in the sales catalog, on the invoice from Carolina Wholesale, or as otherwise established from time to time by Carolina Wholesale. Any additional or different conditions of sale appearing in Customer’s purchase order form or elsewhere are hereby superceded by Carolina Wholesale’s conditions of sale, unless agreed to in writing, by the duly authorized representative of each party.
4. Security Agreement - Customer hereby grants to Carolina Wholesale and Carolina Wholesale retains a purchase money security interest in all goods sold (whether now or hereinafter) by Carolina Wholesale, to Customer together with a security interest in all proceeds thereof. Customer authorizes Carolina Wholesale to file in all appropriate public registries a UCC financing statement to perfect its security interest. The obligations of the Customer are not assignable without the written consent of Carolina Wholesale.
5. Limits of Liability – Carolina Wholesale’s liability for breach arising out of the sale and goods shall be limited to the purchase price of the goods. In no event shall Carolina Wholesale be liable for any special, consequential, incidental, indirect or other damages (including without limitation loss of profit) whether or not Carolina Wholesale has been advised of the possibility of such loss, however caused, whether for breach of repudiation of contract, breach of warranty, negligence, failure to deliver, or under any other theory of liability.
6. Interest on Late Payment – In the event that any obligation of Customer to Carolina Wholesale is not paid on the due date thereof, Carolina Wholesale shall be entitled to charge Customer interest on the full amount of the unpaid obligation at a rate of 1.5% per month (18% per annum), but not in excess of the lawful maximum, commencing on the due date of the obligation and continuing until the obligation is paid in full.
7. Attorney/Collection Fees – In the event Carolina Wholesale shall determine, in it’s sole discretion, to use the services of any attorney/collection agency to collect any past due obligations of Customer, Customer agrees to pay, in addition to the past due obligations, reasonable attorney/collection fees.
8. Past Due Accounts – Open account terms will be suspended if invoices are not paid within specified terms and subsequent orders may be held until the account is paid current. A \$50.00 handling charge will be assessed on all returned checks.
9. Governing Law and Consent to Jurisdiction – This Agreement and the Terms and Conditions and any and all dealings between Carolina Wholesale and Customer shall be construed as having been made or to have taken place in the County of Mecklenburg, State of North Carolina, without regard to its principles of conflict of laws and no other jurisdiction. In the event of any dispute between Carolina Wholesale and Customer arising out of or in connection with the Agreements, all actions or disputes shall be brought and tried only in the County of Mecklenburg, State of North Carolina and violation of this covenant will bar recovery by Customer in any other court.

## INVOICE BY E-MAIL SERVICE AGREEMENT

1. This Agreement is effective from the date of acceptance by Carolina Wholesale Office Machine Co., Inc ("Carolina Wholesale") and shall continue in full force unless cancelled by either party with 30 days written notice. Carolina Wholesale reserves the right to modify or cancel this Agreement at any time for noncompliance with the terms and conditions set forth, including the stipulation that the Customer remain in good standing according to Carolina Wholesale's Terms & Conditions as specified in Carolina Wholesale's catalog, and available on line, as amended from time to time and shall apply to all transactions electronic or otherwise with Carolina Wholesale.
2. Carolina Wholesale shall provide the Customer with a PDF format of the Invoice delivered via E-mail. Carolina Wholesale shall no longer be required to send any hard copies of the Invoice to the Customer by mail thereafter.
3. Carolina Wholesale will make available to the Customer electronic records of the Invoice in electronic or paper form (as the case may be) upon the Customer's request by calling the credit department.
4. The Customer will be solely responsible for retaining sufficient and adequate copies of the Invoice for the Customers internal purposes.
5. The Customer agrees that Carolina Wholesale will use the e-mail address provided here within. Carolina Wholesale shall send to the Customer the Invoice via e-mail the following business day. The Customer acknowledges that they will be deemed to receive the e-mail unless Carolina Wholesale receives a notification that the email did not reach its intended recipient and the records of Carolina Wholesale shall be conclusive in this regard.
6. Customer shall provide Carolina Wholesale notice of any change to contact information, including the email address, by sending an email to [einvoice@cwholesale.com](mailto:einvoice@cwholesale.com) or by calling the Carolina Wholesale Credit Department at (800) 521-4600.

**Please complete and return by fax to: 800-356-9169**

**\*Company Name ("Customer"):** \_\_\_\_\_

**\*Phone Number:** \_\_\_\_\_

**Carolina Account # (if already assigned):** \_\_\_\_\_

**Primary User/Administrator:**

**\*Name (Print):** \_\_\_\_\_

**\*Email (Print carefully):** \_\_\_\_\_

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**I have read, understand and accept all terms  
and conditions listed in this Agreement**

**Company Name:**

\_\_\_\_\_  
\*Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
\*(Print) Name and Title

**For internal use only:**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
(Print) Name and Title

**Carolina Wholesale  
425 East Arrowhead Drive  
Charlotte, NC 28213**

**\*Required Information.** (Incomplete forms will result in delayed access to e-commerce sites and information.)