



1285 Ritner Highway
Carlisle PA 17013
1-800-260-3101

(Please send completed application to:
CSFcreditapps@carlisle.com

NEW ACCOUNT AGREEMENT & CREDIT APPLICATION

NOTE: Failure to fill out completely, attach necessary documents or sign these forms will cause a delay in processing this application.

Company Name: _____ Telephone No: _____

Billing Address: _____ Fax No: _____

_____ Other No: _____

City: _____ State: _____ Zip: _____ URL: _____

Type of Entity: { } CORPORATION { } PARTNERSHIP { } LLC { } SOLE PROPRIETORSHIP { } _____

Federal Tax ID: _____ Date Business Began: _____ Date under Current Management _____

Contractor License Number: _____

Owners / Officers / Directors / Partners (if more than 2, attach page with additional so all included):

Name: _____ Title: _____ Soc. Sec. # _____ Email: _____

Name: _____ Title: _____ Soc. Sec. # _____ Email: _____

Purchasing Manager: _____ Email: _____ Are Purchase Orders Required? _____

Accounts Payable Contact Name: _____ Title: _____

Accounts Payable Email: _____ Phone: _____

Requested Invoicing Method: Mail _____ OR Auto Email to: _____

Sales Rep. or other contact at Accella: _____

Credit Limit Requested: \$ _____

OR

_____ Credit Card (at time of order only) - You May Proceed to Page 3 & 4

Have you ever had an account with us before? _____ When? _____ Under what name? _____

Have you ever filed personal or business bankruptcy? _____ When? _____ Where? _____

References and Additional Information:

Present Materials Supplier(s):

Name:

Address:

Phone:

E-mail or Fax:

1. _____

2. _____



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Carlisle, PA 17013

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Email: CreditDept@CarlisleCCM.Com

Credit Card Customers may disregard this page and proceed to page 3 & 4.

TO BE COMPLETED BY APPLICANT - Bank Reference Authorization

Date: _____ Bank Name: _____

Bank Contact Name: _____ Contact Phone: _____

Contact Email: _____ Contact Fax: _____

Reference Customer: _____ Account Number: _____

Authorized Customer Signature: _____

PRINTED Name – Must match Signature: _____ Title: _____



TERMS AND CONDITIONS

1. **AUTHORIZATION FOR CREDIT REVIEW**- Applicant hereby authorizes Accella Corp., Accella Performance Materials, Inc., Accella Polyurethane Systems LLC, Accella Tire Fill Systems, and their subsidiaries ("Accella" or "Accella Corp.") to obtain any and all information pertaining to Applicant that it deems necessary from any and all sources or references given by Applicant to Accella Corp. and from any national credit bureaus, creditors of Applicant, trade references, banks or other financial institutions. Applicant further authorizes each of these credit scores, references, bureaus, creditors, banks and financial institutions to supply such information as Accella Corp. deems necessary to assist Accella Corp. in its consideration of this Credit Application.
2. **PAYMENT TERMS**- If this Credit application is accepted by Accella Corp., then Applicant agrees to pay in full the invoice price for all purchases from Accella Corp. promptly within agreed upon terms from the Accella Corp. invoice date, at the price then being charged by Accella Corp. Applicant agrees to notify Accella Corp. in writing, of any error in any invoice within 15 days after the invoice date. If the Applicant fails to so notice Accella Corp., then the invoice shall be deemed to be correct and accepted by Applicant. If the total invoice price is not paid in full on or before the otherwise due date, then Applicant agrees to pay an interest charge on the unpaid delinquent balance at the rate of one and one half percent per month. If Applicant should fail to fulfill any of its obligations under this Agreement, or if any information provided by Applicant on the reverse side hereof is or becomes, materially false, if any default by Applicant occurs, or if Accella Corp. in good faith deems itself insecure because the prospect of performance or payment by Applicant of any provision of the Agreement is impaired, then Accella Corp., at its option without notice to Applicant, may declare the entire unpaid balance owed by Applicant under this Agreement, to be immediately due and payable, and it may also terminate the credit privileges of applicant under the Agreement. Any discount offered only applies to product sales, but not to tax, freight, or other charges.
3. **FEES AND COSTS** – Applicant agrees to pay in full all costs and expenses incurred by Accella Corp. in collecting the amounts owed by Applicant under this Agreement, including any and all court costs and attorneys' fees. In addition to the foregoing, in the event Accella Corp. refers Applicant's account to a collection agency or other similar entity, Applicant agrees to pay a fee to that collection agency in addition to any balance owed to Accella Corp., provided that such fees do not exceed thirty-three percent (33%) of the entire balance of the account owed to Accella Corp. at the time of referral.
4. **VENUE IN LITIGATION** – Applicant acknowledges that all billings, accounts receivable, and credit functions of Accella Corp. are processed through Accella Corp. office at 2500 Adie Road, Maryland Heights, MO 63043. The Customer agrees any disputes arising out of this agreement or for goods and merchandise ordered or delivered pursuant hereto will be governed and settled under applicable principles of law, under jurisdictions of the State of Missouri Courts and that venue in any such action shall be in the County of St. Louis.
5. **DEFAULT** – The occurrence of any of the following events shall constitute a Default under this Agreement:
 - (a) Applicant fails to perform any obligation, or other undertaking, required by this Agreement;
 - (b) Applicant or any guarantor of Applicant's obligations under this Agreement dies; dissolves; ceases operations; abandons its business; becomes insolvent; becomes the subject of bankruptcy, receivership, insolvency, or similar proceedings; or, makes an assignment for the benefit of its creditors;
 - (c) Any information or other representation now or hereafter made or furnished to Accella Corp. by Applicant or at Applicant's request or instruction is, or is believed in good faith by Accella Corp. to be, inaccurate, incomplete, or false in any material respect;
 - (d) Any Collateral which is secured for Applicant's indebtedness under this Agreement is not available to be inspected by Accella Corp. for any reason upon five (5) days' notice or is further encumbered without Accella Corp. consent;
 - (e) Any other event which causes Accella Corp., in good faith, to deem itself insecure or to believe that the prospect of performance of any provision of this Agreement by Applicant is impaired.
6. **SALES AND USE TAXES** – Applicant agrees, that in the event Accella Corp. is required to pay sales, transaction, privilege, or use taxes owed to any taxing authority within the United States of America, or political subdivision thereof, in connection with any sale of tangible personal property, including construction materials, to Applicant, Applicant will, upon demand, indemnify and hold harmless Accella Corp. for the amount of any such tax paid, and for the amount of all costs or attorneys' fees incurred by Accella Corp. in contesting such tax.
7. **WAIVER** – Accella Corp. may, at its option, permit Applicant to remedy any default under this Agreement without waiving any default remedied, or any subsequent or prior default by Applicant. Applicant waives notice of any default of this Agreement.
8. **BINDING AGREEMENT** – This Agreement shall inure to the benefit of the successors and assigns of Accella Corp., and shall be binding upon applicant's heirs, legatees, devisees, personal representatives, successors and assigns.
9. **CORPORATE AUTHORITY AND LIABILITY** – Applicant warrants and represents that it has authority to enter this Agreement and that any person signing this Agreement has been duly authorized to execute this Agreement for and on behalf of Applicant. If Applicant is not a corporation, then Applicant acknowledges that Accella Corp. is relying upon the credit worthiness and financial ability of any owner or member of Applicant. Any corporation formed hereafter by Applicant shall be jointly and severally liable to Accella Corp. for all indebtedness of Applicant which exists at the time of formation or shall be thereafter incurred under this Agreement only if Accella Corp. is informed in writing of that formation. Otherwise, its owners remain personally liable to Accella Corp. for any indebtedness incurred before said notice. If Applicant or the owner or owners of Applicant send any notice to Accella Corp., by certified mail, return receipt requested to Accella Corp's address on the reverse side hereof that its legal identity or formation has changed in any way, then this Agreement is terminated, and Applicant and the former owner and owners of Applicant are liable to Accella Corp. for any purchases made until such written notification of that change in formation or ownership is received by Accella Corp. and approved for future credit terms.
10. **ACCURACY OF INFORMATION** - Applicant certifies that any and all information now or hereafter supplied to Accella Corp. by Applicant, or at Applicant's request or instruction, is both accurate and complete and Applicant will, upon request, establish the accuracy and completeness of any such information. Applicant shall promptly notify Accella Corp. of any adverse change in such information supplied, and of any change in Applicant's residence, chief place of business or mailing address. Applicant shall promptly notify Accella Corp. if Applicant changes its legal formation or does business under any other name.
11. **PROVISION OF INFORMATION** – Applicant shall provide Accella Corp. upon request, information regarding any applicable job bonding companies, general contractors, or owners for the purpose of filing preliminary notices, claims on payment bonds, or mechanic's and materialman's' liens.
12. **MODIFICATION OF TERMS** – The terms of this Agreement may be modified or amended by Accella Corp. at any time upon thirty (30) days' notice to Applicant.
13. **ADDITIONAL PROVISIONS** – The rights and remedies of Accella Corp. stated in this Agreement are cumulative and are in addition to any other rights or remedies provided by law. The laws of the State of Missouri shall govern the interpretation of this Agreement. Applicant has read and hereby agrees to the terms and conditions of this Agreement.
14. **REMEDIES AVAILABLE FOR NON-CONFORMITY AND DISCLAIMER OF ALL WARRANTIES** – This section is material to Applicant's agreement to purchase the Accella Corp. product and should be read as an important and integral part of this Agreement. This is not a service contract. By signing below, the Applicant agrees to these terms. The Applicant's remedies for any non-conformity of the Accella Corp. product to its technical specifications shall be limited to replacement of the product. If after having a reasonable opportunity to inspect the Accella Corp. product, the Applicant should discover a non-conformity in the product to its technical specifications, or if the Applicant is concerned or has questions about a potential non-conformity, the Applicant must immediately stop using the product and provide Accella Corp. with proper notice. Proper notice requires that once the Applicant discovers the non-conformity, Applicant must immediately notify Accella Corp., by whatever means available, and make the Accella Corp. product available for inspection so that it may investigate and evaluate the alleged problem. Further, Applicant must notify Accella Corp. in writing fully describing the alleged non-conformity as soon as reasonably possible, but not later than thirty (30) days after the discovery. This sole exclusive remedy of the Applicant, which is to have Accella Corp. replace any non-conforming product at no cost to the Applicant, is further conditioned upon Accella Corp. having been paid in full for the product. Accella Corp. shall not be liable for any direct, incidental, or consequential damages resulting from any alleged non-conformity. Prior written consent from Accella Corp. must accompany all returned merchandise. A 20% restocking fee will apply. All pricing and discounts are subject to change with prior notice. Applicant agrees that this is the sole remedy available and expressly waives all warranties, either express or implied, including all warranties of fitness or merchantability of the Accella Corp. product that is the Subject of this Agreement. Accella Corp. disclaims all warranties or any representations made that otherwise would be inconsistent.

Tax Exempt? ☐ Initial if yes & ATTACH ALL VALID SALES TAX EXEMPT / RESALE CERTIFICATE(S) FOR STATES WHERE YOU DO BUSINESS. TAX MUST BE PAID IF VALID CERTIFICATE IS NOT RECEIVED & PROCESSED BEFORE ORDERING.

Signature of Company Officer: _____

Date: _____

Company Name & Signature _____

Title: _____

Personal Guaranty For Corporate Accounts

In consideration of the credit extended to the above firm ("Guaranteed Party") at my/our request, I/we hereby personally guaranty the payment of all of its obligations to Accella Performance Materials, Inc. and their divisions, subsidiaries and affiliates ("Accella") to include all costs of collection and attorneys' fees. I/we waive notice of sale of merchandise sold by Accella Performance Materials, to the individual/firm designated above, and notice of default. I/we waive all claims and defenses the Guaranteed Party may have or assert against payment and any obligation Accella Performance Materials, Inc. may have to collect funds from Purchaser before seeking payment from me/us. I/we consent to the extension of time of payment of the indebtedness or any portion thereof. I/we hereby authorize and give permission to Accella Performance Materials, Inc. to obtain reports concerning my personal credit from consumer credit reporting services. This authorization and this Guaranty are irrevocable for so long as there is an outstanding balance owed to Accella Performance Materials, Inc. by Purchaser under this account application or under any future extension of credit by Accella Performance Materials, to Purchaser.

Signature: _____ Signature: _____

Dated this _____ day of _____, 20_____

Certification & Acknowledgement

The foregoing information has been carefully read by the undersigned (both printed and written material) and is, to my knowledge, complete, accurate, and truthful. It discloses to you the true state of (our/my) financial condition on the date indicated. Since that time, there has been no material unfavorable change in (our/my) financial condition unless otherwise stated.

(We/I) make the foregoing application intending that you should rely upon it for the purpose of our obtaining merchandise from Accella Performance Materials, Inc. and its affiliated companies ("Seller") on credit. (We/I) further agree to provide updated information to you from time to time as you may request. All purchases will be pursuant to Seller's Terms and Conditions of Sales, incorporated herein, or in effect at the time of purchase. In addition, should (we/I) default in payment for goods sold and delivered, then (we/I) agree to pay interest at the maximum allowable rate from the date of default. If said default is referred to an attorney for collection, (we/I) shall pay, in addition to the amount remaining to be paid together with interest as stated above, a further amount of twenty percent (20%) added for fees if said collection fees shall be permitted by law, and if not, such lesser collection fees, if any, as shall be permitted by law. This agreement shall be construed under the laws of and by the courts of, the State of Missouri.

Name of individual or firm: _____ Date submitted: _____

Owner, Partner, or President's Signature: _____

CUSTOMER CHECKLIST

- ☐ *Did you complete all information in Section 1?*
- ☐ *Did you provide credit references and financial statements if applicable?*
- ☐ *Is the application signed by owner, partner, or officer?*
- ☐ *Did you enclose the appropriate sales tax exemption certificates?*
- ☐ *Did you provide Contractor License if applicable?*