

# CREDIT APPLICATION

Thank you for your interest in ICS Group, Inc. and its family of products. The following documents are designed to provide the necessary information to complete a credit investigation and establish your firm as a customer. If you are seeking exemption from paying sales tax, please complete the Multi-State Exemption form located on this website (PDF format) or complete the appropriate individual state exemption from (s) for all "ship to" locations of your firm.

Section 1 of this application must be completed on this form. All other supplemental information can be provided as attachments. The application must then be executed where indicated with a signature of an owner, partner or officer of the applicant. You should then submit the entire original completed application directly to ICS Group, Inc. Incomplete, improperly completed or modified applications will not be processed.

Should you have any question or concerns about the completion of the application and related documents, please contact ICS Group by calling +1.310.377.7800.

ICS Group, Inc.  
New Accounts  
4040 Palos Verdes Drive North, Suite 107  
Rolling Hills Estates, CA 90274 USA

## SECTION 1

Full Legal Name of Applicant \_\_\_\_\_ Trade Name \_\_\_\_\_

Street Address \_\_\_\_\_ P.O. Box \_\_\_\_\_ Fed ID # \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Country \_\_\_\_\_ Zip \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_ E-mail \_\_\_\_\_ Duns # \_\_\_\_\_

**Billing Address:** (if different than above)

Bill To Name \_\_\_\_\_ A/P Contact \_\_\_\_\_

Street Address \_\_\_\_\_ P.O.Box \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Country \_\_\_\_\_ Zip \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_ E-mail \_\_\_\_\_

**Organizational Structure:** (check one)      Proprietorship       Partnership       Corporation

State of Incorporation \_\_\_\_\_ Date Business Established: \_\_\_\_\_

Other (Describe) \_\_\_\_\_ Type of Business (Contractor, distributor, etc.) \_\_\_\_\_

**Owners/Officers/partners**

1) Name \_\_\_\_\_ 2) Name \_\_\_\_\_

Address \_\_\_\_\_ Address \_\_\_\_\_

City/State/Zip \_\_\_\_\_ City/State/Zip \_\_\_\_\_

Business Title \_\_\_\_\_ Business Title \_\_\_\_\_

**Branch Locations**

Please attach a listing of any and all branch locations covered by this application. Unless otherwise directed, all order confirmations will be sent to the branch location and invoices to the home office.

**Credit References**

Please provide one bank and six credit references. Complete names, addresses, phone and fax numbers are required. Contractors must provide: Surety name and addresses. Agent's name and addresses, and bonding limit. *A credit reference form is available on our website for your convenience.*

**Financial Statement**

Applications for credit facilities in excess of \$ 25,000 must be accompanied by your most recent year-end Financial Statement (Balance Sheet and Profit & loss Statement) with any accompanied notes referenced in those reports. The appropriate U. S. Federal Income Tax Returns are also acceptable.

Estimated Credit Requirement: \$ \_\_\_\_\_  
Are you filing as a Sub-Chapter S Corporation?      Yes       No

*A financial statement form is available on our website for your convenience*

**Order Acknowledgement and Invoicing**

Order acknowledgements and invoices will be provided via email or facsimile transmission. That transmission serves as the operative instrument and no "paper" document will follow. Customer statements will be provided to all customers the first week of each month unless we are otherwise directed. Order acknowledgements and invoices can be emailed and/or faxed or a combination thereof to multiple locations within certain specific parameters. If you desire multiple document transmission please provide specific instructions specifying the document type and specific fax numbers and email addresses for each document type.

## GENERAL TERMS AND CONDITIONS OF SALE

Acceptance of your order is expressly conditioned upon acceptance by you as the Buyer of the terms and conditions stated below. ICS Group, Inc. and its divisions, subsidiaries and affiliates (hereinafter "Seller") shall not be bound by any Buyer's terms and conditions of sale which attempt to impose any conditions at variance with seller's terms and conditions of sale which are included herein or are stated on Seller's technical data sheets, catalogs, invoices and packages. Seller's failure to object to provisions contained in Buyer's forms shall not be deemed a waiver of the provisions of the Seller's terms and conditions, which shall constitute the entire contract between the parties.

### **1. PRICE.**

Seller reserves the right to change its price schedule at any time without notice. In the event of an increase in price applicable to orders placed by the Buyer, the Buyer may cancel such orders at any time within ten (10) days after notice of such increase. The amount of sales, revenue, excise or other taxes applicable to the goods, shall be added to the purchase price and shall be paid by the Buyer, or in lieu thereof, the Buyer shall provide Seller with a tax exemption certificate or other proof of tax exemption acceptable to the taxing authorities.

### **2. DELIVERY AND TRANSPORTATION.**

In the absence of prior special arrangements confirmed in writing and agreed to by Seller and Buyer, goods are sold and shipped according to the shipping terms on the face of Seller's order acknowledgement.

### **3. PAYMENT TERMS.**

Buyer agrees to make payment in accordance with terms stated on the face of the order. If Buyer defaults, is insolvent or if Buyer's credit is impaired. Seller shall have the right to (1) demand payment in full for any goods delivered or before proceeding with manufacture of goods; (2) withhold shipments in whole or in part; and (3) recall goods in transit. Invoices not paid within the time period allowed by the stated terms will be assessed a finance charge of 1 1/2 % per month (18% per year) on the unpaid balance or the maximum allowable rate permitted by law.

### **4. DELAYS.**

Seller shall not be held responsible for delay in deliveries hereunder if caused by fires, floods, strikes, labor disputes, accidents, acts of war, priorities required or requested by any government authority, transportation delays, restrictions imposed by Federal or State law or regulations, Seller's inability to secure raw materials or other causes beyond Seller's control.

### **5. WARRANTIES AND DISCLAIMERS.**

Seller warrants its products described on the face of the order to be free from the defects in materials and workmanship at the time of their delivery. Seller's liability and Buyer's remedy are limited, at Seller's option, to the replacement of defective goods at the F.O.B. point or repayment of the purchase price. Replacement of defective goods or repayment of the purchase price will be made only upon Seller's receipt of Buyer's written notice that the goods are defective, and upon Seller's inspection of the goods, buyer shall return defective goods and Seller shall bear the cost of shipping only after Seller has sent Buyer definite shipping instructions. Claims under the warranty must be made within 30 days of the delivery.

ICS GROUP, INC. MAKES NO WARRANTY EXPRESSED OR IMPLIED INCLUDING THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY. SELLER SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR ANY BREACH OF WARRANTY. NO REPRESENTATIVE OF THE SELLER HAS AUTHORITY TO MAKE ANY REPRESENTATIONS OR PROMISES EXCEPT AS STATED HEREIN.

### **6. CANCELLATION.**

Except as provided in paragraph one (1), an order placed by Buyer and accepted by Seller shall not be cancelled by Buyer without Seller's written consent. Any cancellation shall be upon terms that will indemnify Seller against loss.

### **7. RETURNED GOODS.**

Except as provided in paragraph five (5), goods shall not be returned to Seller without first obtaining its consent. Only goods currently being manufactured by Seller and sold to Buyers within ninety (90) days from the date of the order shall be considered for return. Goods accepted for credit shall be subject to a minimum service charge of twenty-five (25%) percent of the original purchase price. All transportation charges and risks of loss shall be borne by the Buyer. Goods custom manufactured for Buyer's specification shall not be accepted for credit under any circumstances. Returns authorized by Seller that are not completed and returned by Buyer within 45 days of the date of issuance of the authorization will be deemed null and void.

### **8. GENERAL.**

The failure on Seller's part to insist upon a strict performance of any of the terms and conditions herein shall not be deemed to be a waiver of such terms or conditions or of any rights or remedies which Seller may have in demanding strict performance of all the terms and conditions herein contained. Remedies herein reserved to Seller shall be cumulative and additional to any other or further remedies provided by law. The taking of any action by Seller shall not be deemed to be an election of that action to the exclusion of others. The captions are inserted only as a matter of convenience and are for reference and in no way define, limit or describe neither the scope of this agreement nor the intent of any provision thereof.

The acknowledgement, together with Buyer's duly accepted order, constitutes the entire agreement between the parties hereto and may not be changed or modified except in writing signed by the parties to be charged. The laws of, and the laws of, the State of California shall govern the agreement without reference to their conflict of laws provision or statutes. SELLER RESERVES THE RIGHT TO ACCEPT ALL OR PART OF ANY ORDER. The Buyer hereby acknowledges receipt and agreement to these terms and conditions, which shall, until further notice, apply, to all contracts for the sale of goods entered into with Seller.

**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 ICS Group, Inc., and its affiliated companies ("ICS") on credit. (We/I) further agree to provide updated information to you from time as you may request. All purchases will be pursuant to ICS Group, Inc. Terms and General Conditions of Sale, 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 constructed under the laws of, and by the courts of, the State of California.

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 office?
- Did you enclose the appropriate sales tax exemption certificates?
- Authorized Roofing Applicators Only – Are Applicator Agreements fully executed and signed by owner, officer or partner?
- Did you enclose photographs of your business?

**FOR INTERNAL USE ONLY**

ICS Group, Inc. Representative Review and Approval:

Company Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

ICS Group, Inc. Officer Review and Approval:

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

ICS Group, Inc. Credit Department Review and Approval:

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

CUSTOMER # \_\_\_\_\_