



**Esch Construction Supply, Inc.**  
 St. Paul, MN • Milwaukee, WI • Chicago, IL • Denver, CO  
 Ph (651) 415-1300 • Fax (651) 487-1889  
 Return to: [credit@eschsupply.com](mailto:credit@eschsupply.com)  
[www.eschsupply.com](http://www.eschsupply.com)

## NEW ACCOUNT FORM / CREDIT APPLICATION

COMPANY INFORMATION	PRINCIPALS AND CONTACTS
Company: _____	Owner: _____
Address: _____	Title: _____
City: _____	Owner: _____
State: _____ Zip: _____	Title: _____
Ph: _____	A/P Contact: _____
Fax: _____	A/P Email: _____
E-mail: _____	Assistant Buyer: _____
Is a Purchase Order Required on Orders? <b>Y</b> <b>N</b>	Years Established: _____
Buyer: _____	<b>Requested Limit*:</b> < \$5k    \$5k - \$10k    \$10k +
Type of Business: _____	_____
Business is:    Proprietorship    _____    Partnership    _____	_____    Corporation    _____

### REFERENCES

Bank Name: _____	Email: _____
Account #: _____	Phone #: _____
Trade Name: _____	Email: _____
Contact Name: _____	Phone #: _____
Trade Name: _____	Email: _____
Contact Name: _____	Phone #: _____
Trade Name: _____	Email: _____
Contact Name: _____	Phone #: _____

### SIGNATURE

By signing below, the applicant and purchaser agree to the credit terms on the attached page. In consideration of the extension of credit to the above named company, I PERSONALLY and INDIVIDUALLY hereby unconditionally guarantee payment of whatever amount shall at any time be past due including all expenses of collection and on any account of goods hereafter delivered or services performed by you to said company. This shall be an open and continuous guaranty and shall continue in force notwithstanding any change in the form of such indebtedness, or renewals, or extensions granted by you. Applicate acknowledges that this is a continuing guaranty and shall be in effect as to all sales made by the company to either written purchaser prior to receipt by the company of either written notice from applicant of termination of the guarantee or written notice of death of the applicant. Said written notice must be sent by certified or registered mail to: Esch Construction Supply, Inc., 561 Phalen Blvd., St. Paul, MN 55130.

Authorizing Signature: \_\_\_\_\_ Date: \_\_\_\_\_ SSN/FID: \_\_\_\_\_

**Internal Use:**

Sales Rep: _____	
Approval Date: _____	Approved By: _____

**THE DELIVERY AND ACCEPTANCE OF THE ABOVE STATED PRODUCTS ARE SUBJECT TO THE TERMS AND CONDITIONS SET FORTH ON THE REVERSE SIDE OF THIS INVOICE**

## **TERMS AND CONDITIONS**

### **Payment Terms**

Unless otherwise agreed in writing, payment is due upon delivery for all buyers without a business account.

Unless otherwise agreed in writing, all business account payments must be received within thirty (30) days. There is no grace period, and your account may be automatically placed on hold if payment is not received when due. Invoices that are paid late (more than thirty (30) days past due) will be assessed late fees from the due date until paid at the lesser of one and one-half (1.5) percent per month (18% per annum) or the highest rate permitted by applicable law. Continued delinquency could result in further collection action. This action may include but not be limited to collection agencies, legal fees, and judgments. The debtor assumes all costs associated to the collection of delinquent debt. Please ensure that payments are processed and mailed in time to meet our requirements. We are not responsible for any losses or damages that you may incur due to suspension or termination of your business account. Esch Construction Supply reserves the right to change customer terms to due upon delivery at any time.

All payments should be made payable to Esch Construction Supply Inc. and should be sent to the address stated on this invoice.

### **Return Policy**

Unless otherwise designated on this Invoice, you may return new products within thirty (30) days after receipt. We will refund the original purchase price of products, unperformed services and related sales taxes. SHIPPING & HANDLING, DELIVERY AND SIMILAR FEES (INCLUDING RELATED SALES TAXES) ARE NOT REFUNDABLE. YOU ARE RESPONSIBLE FOR PRODUCTS UNTIL WE RECEIVE THEM. YOU WILL BE CHARGED SHIPPING AND HANDLING AND A TWENTY (20)% RESTOCKING FEE TO RETURN PRODUCTS. Returned products must be in the same condition as you received them. THIS RETURN POLICY IS NOT A WARRANTY. CUSTOM MADE PRODUCTS (Non-Stock Items) ARE NON-RETURNABLE.

### **Security Interest**

We will keep an interest (called a purchase money security interest) in all products set forth in the invoice which we sell to you until you pay the purchase price. You hereby grant to us a first lien on and purchase money security interest in all products set forth in this invoice, acquired by you from Esch Construction Supply, Inc.

If you sell or transfer the products purchased (other than to customers in the ordinary course of business), or breach any of your obligations to us, we may, in addition to any other rights or remedies, exercise all rights of a secured party under Minnesota's Uniform Commercial Code, including the right to repossess and sell or otherwise dispose of the products sold to you. You shall be responsible to pay any deficiency resulting from such sale on demand. In the event of foreclosure of our security interest, you agree to cooperate with us and pay all expenses of any such repossession or sale, including reasonable attorneys' fees and costs.

### **General**

This Agreement is governed by the laws of the State of Minnesota without giving effect to conflicts of law rules. You may not assign this Agreement without our written consent. In case of any inconsistency between this Agreement and any other agreement, included with or relating to the product(s), this Agreement shall take precedence. If any provision contained in this Agreement is or becomes invalid, illegal, or unenforceable in whole or in part, such invalidity, illegality, or unenforceability shall not affect the remaining provisions and portions of this Agreement.