Capital One Trade Credit

FM420083

Commercial Credit Application

Return the completed, and signed, application to your supplier or you may send via Fax: 877-321-6699 or Mail: Capital One Trade Credit PO Box 17825, Portland, ME 04112.

Company Information

Legal Name _____

Doing business as (DBA), if different _____

Telephone _____ Fax _____

Company Website _____

Fed Employer ID Number (Tax ID) _____

Gross Annual Revenue _____ # of Employees _____

Business Start Date _____

Physical Address

Street (required) *No P.O. Boxes or CMRA* _____

City _____ State _____ Zip _____

Billing Contact (First, MI, Last) _____

Telephone _____ Email _____

When you provide your email address, we may use it to send you important information about your application and account(s), as well as other useful products and services.

Billing Address (if different) _____

City _____ State _____ Zip _____

Entity Type *(Choose one)*

- ☐ Corporation
- ☐ General Partnership
- ☐ LLC/Limited Liability Partnership
- ☐ Government
- ☐ Sole Proprietorship
- ☐ Non-profit

If Incorporated, State: _____ If Incorporated, Date: _____

Ownership Type *(Choose one)*

- ☐ Publicly Traded
- ☐ Privately Owned
- ☐ Government Owned

Business Industry Code (NAICS):
Need help? Go to naics.capitalone.com and search by your primary business activity. ☐☐☐☐☐☐

Purchasing Information

REQUESTED CREDIT LIMIT $

Depending on your credit limit needs, we may require a current financial statement including balance sheet, P&L and statement of cash flow.

Pending Order Amount $ _____

Monthly spend with this supplier $ _____

Important Information About Procedures for Opening a New Account

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account.

What this means for you: When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

Business Ownership: All businesses, except Sole Proprietorships, Government Entities, Publicly Traded Corporations, and Non-Profits, are required to identify each individual, if any, who directly or indirectly owns 25% or more of the business. Physical address is required below. P.O. Boxes or CMRA cannot be accepted.

No individuals directly or indirectly own 25% or more of the business. ☐

Name (First, MI, Last) _____ DOB _____

Primary Phone _____ U.S. SSN _____

Non-U.S.Issued ID Type *(if no U.S. ID)* _____

Non-US ID # _____ Country of Issue _____

Physical Address _____ City _____

State _____ Zip _____ Country _____

Name (First, MI, Last) _____ DOB _____

Primary Phone _____ U.S. SSN _____

Non-U.S.Issued ID Type *(if no U.S. ID)* _____

Non-US ID # _____ Country of Issue _____

Physical Address _____ City _____

State _____ Zip _____ Country _____

Name (First, MI, Last) _____ DOB _____

Primary Phone _____ U.S. SSN _____

Non-U.S.Issued ID Type *(if no U.S. ID)* _____

Non-US ID # _____ Country of Issue _____

Physical Address _____ City _____

State _____ Zip _____ Country _____

Name (First, MI, Last) _____ DOB _____

Primary Phone _____ U.S. SSN _____

Non-U.S.Issued ID Type *(if no U.S. ID)* _____

Non-US ID # _____ Country of Issue _____

Physical Address _____ City _____

State _____ Zip _____ Country _____

Business Controller **All businesses, except Sole Proprietorships, Governments, and Publicly Traded Corporations, are required to provide this information for an individual with significant responsibility for managing or directing the business. This information is also required for Non-Profits. Physical address is required below. P.O. Boxes or CMRA cannot be accepted.**

Name (First, MI, Last) _____ Title _____ Primary Phone _____

DOB _____ U.S. SSN _____ Physical Address _____

Non-U.S.Issued ID Type *(if no U.S. ID)* _____ City _____

Non-US ID # _____ Country of Issue _____ State _____ Zip _____ Country _____

SUPPLIER USE ONLY | STD | EXT | RW | NRW | MID _____ | **First Order Amount: $**

Required fields on page 2

Authorized Purchasers (Optional)

of Authorized Purchasers _____

Authorized Purchasers can be added, and transaction limits can be customized, at any time at smartview.capitalone.com.

Name _____ Name _____

Name _____ Name _____

Additional names are attached ☐

Parent Company (if applicable)

Company's Legal Name _____

Address _____

City _____

State _____ Zip _____

Public Filings

Has the Applicant, or any principals involved in the company, ever filed for protection under bankruptcy laws? Yes ☐ No ☐

If yes, please explain _____

Bank References (include deposit accounts and loans/lines of credit, if applicable)

Bank Name _____ Account # _____

Contact _____ Phone _____ Fax _____

Address _____

City _____ State _____ Zip _____

Bank Name _____ Account # _____

Contact _____ Phone _____ Fax _____

Address _____

City _____ State _____ Zip _____

Trade References

Vendor Name _____ Account # _____

Contact _____ Phone _____

Fax _____ Email _____

City _____ State _____

Vendor Name _____ Account # _____

Contact _____ Phone _____

Fax _____ Email _____

City _____ State _____

Vendor Name _____ Account # _____

Contact _____ Phone _____

Fax _____ Email _____

City _____ State _____

Vendor Name _____ Account # _____

Contact _____ Phone _____

Fax _____ Email _____

City _____ State _____

PERSONAL GUARANTY(IES) Required for Sole Proprietorships, General Partnerships, and entities in business for less than 3 years.

In consideration of our financing purchases under any Account established pursuant to this application, the undersigned guarantor(s) (each, a "Guarantor") agrees to unconditionally and irrevocably personally guaranty the payment of all amounts due under the Agreement upon demand without requiring us to proceed first against the Applicant or any other person or entity liable on the Account. Guarantor expressly agrees that we may change the terms of the Agreement, including raising rates, fees or credit limits, adding locations where the Account may be used, or if we assign the Agreement. Guarantor waives any notices regarding the Agreement or this guaranty and also waives all suretyship defenses.

Guarantor authorizes Capital One, N.A. to (a) utilize his/her personal credit by obtaining a personal credit report and/or making direct inquiries of businesses where Guarantor's accounts are maintained in considering this application and subsequently in connection with any Account: (b) periodically review and share information about the experiences or transactions with Guarantor with credit bureaus or other parties that may lawfully receive such information; and (c) in the event that this application is denied based upon information in a personal credit report of Guarantor, to report the reason for denial.

Name:	Name:
SSN: DOB:	SSN: DOB:
Signature (as an individual):	Signature (as an individual):

REQUIRED AUTHORIZATION

I hereby certify, to the best of my knowledge, that the information provided above is complete and correct. In the event that the requested credit is approved, Applicant agrees to be bound by the Agreement provided to Applicant with this application. Applicant authorizes us to obtain credit information from credit reporting agencies, references, participating program merchants and any other lawful sources in considering this application and subsequently in connection with any Account. We may also periodically review and share information about the experiences or transactions with Applicant with credit bureaus or other parties that may lawfully receive such information. The undersigned individual ("Undersigned") attests that (i) Applicant is a duly organized and validly existing entity in good standing in its jurisdiction of formation; (ii) the execution of this application has been duly authorized by all necessary action of Applicant; (iii) the Undersigned is authorized to execute this application on Applicant's behalf; (iv) the business is headquartered, based, legally formed, and incorporated and/or registered in the US; (v) no trust owns, directly or indirectly, 25 percent or more of the equity interests of the business.

Name:	Title:
Signature:	Date:

Terms and Conditions on page 3

CAPITAL ONE TRADE CREDIT ACCOUNT AGREEMENT

The Capital One Trade Credit Account is issued by, and credit is extended by, Capital One, N.A., One Monument Square, Suite 800, Portland, ME, 04101. Any references in this Agreement to "Capital One Trade Credit" refer to Capital One, N.A. or any third party designated by Capital One N.A. to act as issuer and/or servicer of the Account. Capital One Trade Credit is a trademark of Capital One, N.A. In this Agreement, "we" and "us" refer to Capital One Trade Credit. "You", "your", and "Applicant" refer to the business applicant identified in the commercial credit application. Capital One Trade Credit is solely in the business of lending money to you to finance purchases you make from participating program merchants. Capital One Trade Credit neither sells nor warrants goods or services obtained through such purchases.

Applicant and Capital One Trade Credit agree that this application and any related agreements between the two may be executed electronically, including by adoption of an electronic signature (e.g., the clicking of an "I ACCEPT" button). Applicant and Capital One Trade Credit agree that such an electronic signature is legally valid and has the same force and effect as if it had been executed on paper by wet ink signature and the physical originals were delivered. Applicant agrees and acknowledges that we may, at our option, send to Applicant any record, notice, disclosure, Statement, tax form, or other information ("Communication") via electronic means (including through a service), including Communications that we are required by law to provide to Applicant in writing. Applicant hereby waives any claim or defense that any Communication is not binding or enforceable or does not have its intended effect as a result of being communicated electronically rather than in writing.

If your application is approved, a commercial charge account ("Account") will be opened in the name of the Applicant. Your Account will be established for business, commercial or organizational purposes on behalf of your business. You agree that you will not use your Account (or allow your Account to be used) for personal, family or household purposes. You promise to pay all amounts owed under this Agreement, including any finance and late charges and any other charges that may be applicable from time to time. You agree to pay for all transactions made on your Account, whether or not such transactions were in fact authorized by you, were made for your benefit, or exceeded your credit limit. Your obligations under this Agreement are absolute and unconditional to the fullest extent permitted under applicable law.

A credit limit will be assigned to your Account, which credit limit we may raise, lower, or allow you to exceed, at any time, without advance notice to you. All unpaid purchases, whether billed or unbilled, will be considered in determining your available credit. We may at any time, without advance notice to you, limit or terminate the use of your Account or terminate or suspend your right to make future purchases. You may at any time on written notice to us terminate this Agreement with respect to future use of your Account. Regardless of any limitation, suspension or termination hereunder, you agree to pay the outstanding balance of the Account according to the terms of this Agreement, and all of our rights will continue in full force and effect until all of your obligations are fully satisfied, including payment of late payment fees and finance charges, which we will continue to impose until the date of full payment.

If your Account is established as a statement billed account, we will send you periodic billing statements reflecting all purchases and fees charged to the Account during the applicable billing period noted on your statement. Statements are mailed or emailed and posted to your secure web account. Payment of the entire balance is due in full by the date indicated on your statement.

If your Account is established as an invoice billed account, we will send you an invoice for each transaction. Payment of the transaction balance reflected in the invoice is due in full by the date indicated on your invoice.

Your initial billing address is the address you specified in your application unless you notify us of a change in this information. Outstanding balances unpaid after the applicable due date will be considered delinquent and in each billing period in which there is a delinquent balance, your Account will be assessed (i) a 1.5% finance charge subject to a minimum finance charge of $10.00 OR (ii) a 1.5% finance charge and a $29.00 late fee (or, in each case, if less, the maximum finance charge and late fee permitted under the law).

You may make payments in U.S. dollars by check or you may sign up to make payments by Electronic Funds Transfer ("EFT") from your designated business bank account. Payments must be received by the cutoff time, noted on your statement or invoice, in order for it to be applied on the same day. Crediting may be delayed if payment is not received in a proper form (including if payment is not accompanied by the remittance portion).

If your payment is dishonored, we may require immediate and full payment of all outstanding amounts.

To the extent permitted by applicable law, if we accept any late payment or partial payment (whether or not marked as payment in full), that acceptance will not: affect the due date of any other payment due under this Agreement, act as an extension of time or a waiver or satisfaction of any payment or amount then remaining unpaid, or modify any of our rights under this Agreement. Any conditional check, money order or any other instrument tendered with a restrictive endorsement or as full satisfaction of a disputed debt to us must be sent in writing to Capital One Trade Credit, P.O. Box 17825, Portland, ME 04112 and must conspicuously state on the face of the instrument or in an accompanying letter that it is tendered for this purpose. If you make payment in any other way and we accept it, we will not have waived our right to collect any amount from you owing under this Agreement.

Subject to the limitations of applicable law, we may declare that you are in default under this Agreement if you (a) fail to make a payment when due under this Agreement; (b) violate any other term of this Agreement or provide any information that is incorrect, incomplete or misleading in connection with this Agreement; (c) change your business form or there is a change in control of your business; (d) dissolve or cease to do business; or (e) become the subject of bankruptcy or insolvency proceedings. If you are in default, we may exercise any or all rights and remedies available under law, equity or as provided herein, including, without limitation, requiring immediate and full payment of all outstanding amounts.

In the event that you breach or default under the terms of this Agreement, you will be liable to us for all costs and expenses we incur in enforcing our rights hereunder, including late charges and fees and reasonable attorney fees or other costs of collection. THIS AGREEMENT AND YOUR ACCOUNT ARE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF DELAWARE (WITHOUT REGARD TO INTERNAL PRINCIPLES OF CONFLICTS OF LAW). Any claim, suit or cause of action you institute against us arising out of or relating to this Agreement must be filed exclusively in the State or Federal Courts within the State of Delaware. In the event of a default under this Agreement, we may institute suit against you either in the State or Federal Courts within the State of Delaware or in the jurisdiction in which you are geographically located or conduct business. TO THE EXTENT PERMITTED BY APPLICABLE LAW, WE AND YOU WAIVE ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION HEREAFTER BROUGHT AND RELATED IN ANY WAY TO THIS AGREEMENT AND YOUR ACCOUNT, UNDER ANY THEORY OF LAW OR EQUITY. UNDER NO CIRCUMSTANCES SHALL WE BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT OR PUNITIVE DAMAGES for any claim arising out of or relating to this Agreement. For residents of the state of South Dakota, if you believe there are any improprieties in the making of this loan or in Capital One Trade Credit's loan practices they may be referred to the South Dakota Division of Banking, 1601 N Harrison Avenue, Suite 1, Pierre, SD 57501 or you may call them at 605- 773-3421.

This Agreement, together with any application you submitted in connection with the Account (which is hereby incorporated by reference in this Agreement), constitutes the entire agreement between you and us relating to your Account and supersedes any other prior or contemporaneous agreement between you and us and/or our predecessors relating to your Account. We may amend this Agreement, including to impose additional or different fees or to change the terms of your Account, by giving you 15 days advance notice thereof; provided, however, we may suspend or terminate your Account or change your credit limit without any notice to you (as described in more detail above).

This Agreement may not otherwise be amended. We may sell, assign, or transfer all or any portion of your Account or any balances due under your Account without prior notice to you.