



UNIVERSAL POND SUPPLY

6200 Days Cove Road White Marsh, Maryland 21162, United States

Phone: 888-236-8621 | Fax: 1-888-400-7610

Email: accounts@universalpondsupply.com

www.universalpondsupply.com

CONFIDENTIAL ACCOUNT APPLICATION

Company Name: _____ Fed ID#: _____

D/B/A: _____

Street Address: _____ City: _____ State: _____ Zip: _____

Billing Address: _____ City: _____ State: _____ Zip: _____

Shipping Address: _____ City: _____ State: _____ Zip: _____

Shipping Contact Person: _____ Email: _____

Corp: _____ Partnership: _____ LLC: _____ Sole/Individual Owner: _____ Other: _____

Years In Business: _____ Type of Business: _____ Store Front: _____ Mail Order: _____ Internet: _____

Business Phone: _____ Fax #: _____ Email: _____

Marketing Contact: _____ Marketing Email: _____

A/P Contact: _____ A/P Email: _____

Statements and Invoices will be provided by email, please provide name and email of direct recipient: First Name: _____ Last Name: _____ Email: _____

Taxable: _____ Y _____ N *If NOT taxable - a resale certificate must be attached to this application.*

Sales Tax ID#: _____

NAME AND ADDRESSES OF OFFICERS, OWNERS OR OTHER RESPONSIBLE PARTIES

Name: _____ Title: _____ SSN: _____

Address: _____ City: _____ State: _____ Zip: _____

Name: _____ Title: _____ SSN: _____

Address: _____ City: _____ State: _____ Zip: _____

Have any principals named herein had, in the last fifteen years, a lawsuit, judgment, bankruptcy or other legal proceedings filed against them? _____ Y _____ N If Yes, Explain: _____

BANKING INFORMATION

Bank Name: _____ Bank Phone#: _____

Contact Name & Title: _____

Do you have a borrowing relationship with this bank? ____ Yes ____ No

TRADE REFERENCES

List three trade references with whom you have had credit terms for a minimum of one year

Company Name: _____ City/State: _____ Acct#: _____

Contact Name & Phone Number: _____ Fax#: _____

Company Name: _____ City/State: _____ Acct#: _____

Contact Name & Phone Number: _____ Fax#: _____

Company Name: _____ City/State: _____ Acct # _____

Contact Name & Phone Number: _____ Fax#: _____

TERMS

Prepay when order ships: _____ or 30 day terms requested: _____

All orders given terms and paid by credit card will incur a 3% fee.

For prepay orders please provide us with the following information:

Name as it appears on the card: _____ Card #: _____

Expiration Date: _____ CVV#: _____ Authorized Signature: _____

HOW DID YOU HEAR ABOUT US

Email

Social Media

Search Engine (Google, Bing, Yahoo...)

Friend

Magazine Advertisement

Universal Pond Supply Sales Rep: _____

Other

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Invoices past due on an account may incur late charges of 0.75% per month. The date of the invoice, terms and due date is clearly marked on each invoice.

Please note: It is the buyer's obligation to notify Universal Pond Supply if an invoice is disputed or the shipment was not received in a timely manner. Notification must be made by fax or email within 5 business days of delivery.

When a problem arises with a payment, buyer should remit the entire invoiced amount less the disputed amount by the due date to avoid late charges. Withholding payment on an entire invoice for a deduction on that invoice will be considered a late payment and may result in delay of future shipments and loss of credit terms.

Universal Pond Supply reserves the right to suspend or limit credit at any time. Reinstatement of credit or of the original credit line is solely at Universal Pond Supply's discretion. Returned checks will incur a \$50.00 fee. Universal Pond Supply reserves the right to use a collection agency of its choice for accounts with a whole or partial past due balance without prior notification. All costs and fees incurred in the collection of overdue accounts will be charged to the customer.

SOLE AGREEMENT: These terms and conditions supersede and cancel all previous offers, understandings and agreements between Universal Pond Supply and the buyer, and constitute a complete and final understanding of Universal Pond Supply and Buyer. These terms and Condition of Credit may not be changed in any way except if put in writing signed by both Universal Pond Supply and Buyer.

APPLICABLE LAW: This Agreement shall be construed and interpreted according to the laws of the Commonwealth of Maryland. And any claim and/or dispute between Universal Pond Supply and the customer as it relates directly or indirectly to this agreement in any way shall be commenced exclusively in the courts of the Commonwealth of Maryland.

PERSONAL GUARANTEE: For consideration of the extension of credit, I hereby personally guarantee payment of all charges made in connection with this account. I waive any requirement that Universal Pond Supply notify me of default by the buyer. This shall be a continuing personal guarantee and shall not be affected by any modifications to this agreement without my consent. I authorize Universal Pond Supply to use my personal information for the purpose of obtaining credit information for the extension of credit

Personal Signature: _____ Date: _____

Printed Name: _____ SSN: _____

Address: _____ City: _____ State: _____ ZIP: _____

Collection and attorneys fees. An account considered in default may be placed in the hands of a collection agency or an attorney for the sake of collecting an outstanding balance. Any and all collection costs, fees and/or court costs associated with this action will be the responsibility of the account holder or guarantor.

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AUTHORIZATION FOR DEALER DIRECT WEBSITE

Place orders and for 24 hour access to the latest in Universal Pond Supply news, product and more
Please provide the following information for each employee authorized to place orders on your behalf
on our Dealer

Direct Website

Name and Title: _____ Email: (Required) _____

Name and Title: _____ Email: (Required) _____

Name and Title: _____ Email: (Required) _____

Authorized Signature: _____ Title: _____ Date: _____

Note: Once you have received your user name and password, please visit www.universalpondsupply.com for more information

FOR OFFICE USE ONLY

Sales: _____ Rep Name: _____ Territory: _____ S/A Group: _____

Price Level: _____ Price Group: _____ Whse: _____

B/O (Laguna Only) _____ Y _____ N

Charge To: _____ Bill To: _____ Ship To: _____

A/R Contact: _____ Credit Limit: _____ Term Code: _____



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UNIVERSAL POND SUPPLY TERMS & CONDITIONS OF SALE

Payment: All sales will be cash or credit card in advance until credit is approved. For accounts with approved credit terms, invoicing is net 30 days unless prior dating has been approved in writing. All outstanding balances are subject to a 1.5% interest charge per month. All orders given terms and paid by credit card will incur a 3% fee. Any account that is sent to collections is fully responsible for all attorney's fees as well as all other related costs incurred for this process, in accordance with the laws of the state in which the business resides.

Returned Checks: All returned checks will be subject to a \$50.00 service fee with no exceptions.

Minimum Order: There is a \$50.00 minimum order. Any order under the \$50.00 minimum will incur a \$5.00 handling fee.

Freight Charges: Universal Pond Supply will ship freight pre-paid on all orders exceeding \$1500.00 net value. Liner is excluded from free freight. Freight charges will be added to all invoices, and charges may be deducted when invoice is paid within terms. Truck freight items include liner, large holding tubs, and rolls of underlayment.

Fuel Surcharge: All orders are subject to a mandatory \$25 fuel surcharge on pre-paid freight.

Claims: All orders are carefully packed. If damage has occurred during the shipping process, it is the responsibility of the receiving party to clearly note all damages on the bill of lading for freight shipments, and then notify Universal Pond Supply within 24 hours. A signed Bill of Lading or Packing List must be returned with the claim. For damages on ground shipments, contact Universal Pond Supply within 24 hours. Original boxes and packing material must be kept until claim has been resolved. All claims for shortages must be made within 24 hours after receipt of the goods. Failure to follow these claim procedures will result in the denial of the claim with no exceptions.

Warranty Returns: All warranty returns must have a Warranty Authorization Number prior to returning the product. All returns must have an original sales receipt and an explanation of the product failure. It is the dealer's responsibility to return the defective product to Universal Pond Supply for replacement.

Merchandise Returns: No merchandise may be returned without an RA Number. All cartons or boxes returned must have the RA number affixed to the outside of the shipping carton, not the product's display box. All returned merchandise must be in its original packaging and in saleable condition. For all non-warranty returns, a 15% re-stocking fee will be deducted from the net price credit.

All early order invoices are due by due date. All early order invoices must be paid in full by due date to be eligible for any in-season promotional discounts. This includes but is not limited to weekly email sales.

All discounts shown are only valid if invoice is paid within terms. Payments made outside of terms will result in a bill back for any discount noted on the invoice.

ALL PRODUCT REMAINS THE PROPERTY OF UNIVERSAL POND SUPPLY UNTIL INVOICE FOR SUCH PRODUCT IS PAID IN FULL.

PRICES & POLICIES ARE SUBJECT TO CHANGE WITHOUT NOTIFICATION.

Timely payment of your invoices helps us provide the best overall service!

Signature: _____ Date: _____