



19560 Amaranth Drive, Germantown, MD 20874  
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## CREDIT APPLICATION and AGREEMENT

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### Privacy Notice to Our Customers

Below is a copy of the Seller's Gramm-Leach-Bliley Act Notification as to certain privacy rights. Additional copies of the Seller's privacy policy can be obtained from the Seller. If the Applicant is an individual or is a partnership, the individuals and partners may have the right to prohibit the Seller from providing Information (as defined in the Notification) from being shared with affiliates of the Seller. In order to prohibit such sharing of Information, the individuals or partners need only write to the Seller requesting such non-disclosure.

### THIS NOTICE IS FOR YOUR INFORMATION – NO RESPONSE IS REQUIRED

**GCAT, LLC dba Target Distributing** and each member of our family of companies and subsidiaries (our "Affiliates") strongly believe in protecting the confidentiality and security of the information that we collect about our customers. This notice refers to Target Distributing by using the terms "us," and "we," or "our." This Notice describes our privacy policy and describes how we treat the information we receive (the "Information") about our customers.

**Why we collect and how we use Information:** We collect and use Information for business purposes with respect to the extension of credit and other business relationships involving you. These business purposes include evaluating a request for the extension of credit, the request for doing business with us involving products or services, administering our products or services and processing transactions requested by you. We may also use the Information to offer you other products or services we provide, and to generally evaluate our business relationships with you.

**Why we collect Information:** We get most Information directly from you. The Information that you give us when applying for credit or making purchases generally provides the Information we need. If we need to verify Information or need additional Information, we may obtain Information from third parties such as mercantile commercial credit reporting agencies, (if appropriate) consumer credit reporting agencies and other sources permitted by the Fair Credit Reporting Act. Information collected may relate to your finances, business activities, credit history and other financial characteristics as well as transactions with us or with others, including our affiliates.

**How we protect Information:** We treat Information in a confidential matter. Our employees are required to protect the confidentiality of Information. Employees may access Information only when there is an appropriate reason to do so, such as to administer or offer our products or services, including the extension of credit to you. We also maintain physical, electronic and procedural safeguards to protect Information; these safeguards comply with applicable laws. Employees are required to comply with our established policies.

**Information Disclosure:** We may disclose any Information when we believe it necessary for the conduct of our business, or where disclosure is required by law. For example, Information may be disclosed to others to enable them to provide business services for us, such as helping us to evaluate requests for credit extension by you, performing general administrative activities for us and assisting us in processing a transaction requested by you. Information may also be disclosed for auditor research purposes; or to law enforcement and regulatory agencies, for example, to help us prevent fraud. Information may be disclosed to affiliates, as well as to others that are outside of Target Distributing Co., such as companies that process data for us, companies that provide general administrative services for us, commercial credit reporting agencies and (if appropriate) consumer reporting agencies. We may make other disclosures of Information as permitted by law. Information may also be shared with our affiliates so that they may offer you products or services consistent with your business needs.

**Access to and correction of Information:** Generally, upon your written request, we will make available Information for your review. Information collected in connection with, or anticipation of, any claim or legal proceeding will not be made available. If you notify us that the Information is incorrect, we will review it. If we agree, we will correct our records. If you do not agree, you may submit a short statement of dispute, which we will include in any future disclosure of Information.

**Further Information:** In addition to any other privacy notice we may provide, the recently enacted Gramm-Leach-Bliley Act (the Financial Services Modernization Act) passed by Congress established new privacy standards, and requires us to provide this summary of our privacy policy to you once each year. You may have additional rights under other applicable laws such as the Equal Credit Opportunity Act and the Fair Credit Reporting Act. For additional information regarding our privacy policy, please contact us at Target Distributing, 19560 Amaranth Drive, Germantown, Maryland 20874.

**Consumer credit Information:** You have the right to prohibit Information contained in any file with a credit reporting agency from being used in any credit or insurance transaction that you did not initiate. To exercise that right, you may write to the following credit bureaus: Experian Credit Marketing, P.O. Box 919, Allen, Texas 75013; Equifax Options, P.O. Box 740123, Atlanta, Georgia 30374-0123; and TransUnion Name Removal Opt-Out Request, P.O. Box 97328, Jackson, Mississippi 39288. This only applies to consumer credit information as defined in the Fair Credit Reporting Act.



**HOW TO USE THIS FORM**

1. Place cursor in highlighted areas and type required information
2. Complete, sign electronically where indicated and return to Target via email, OR print, sign manually, and fax, mail, or scan and email back to Target

**Print Legibly – All Sections Must Be Completed**

Company Name \_\_\_\_\_  
 Trading As/DBA \_\_\_\_\_  
 If Affiliate or Subsidiary, Indicate Parent Company \_\_\_\_\_  
 Address \_\_\_\_\_  
 City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
 Phone ( \_\_\_\_\_ ) \_\_\_\_\_ Fax ( \_\_\_\_\_ ) \_\_\_\_\_ Email \_\_\_\_\_  
 Email Address for Invoicing \_\_\_\_\_ Email Address for Order Tracking \_\_\_\_\_  
 Purchasing Agent \_\_\_\_\_  
 Organization Type: \_\_\_\_\_ Sole Proprietor \_\_\_\_\_ Partnership \_\_\_\_\_ Limited Partnership – State \_\_\_\_\_ Corporation – State \_\_\_\_\_  
 Number of Employees \_\_\_\_\_ Average Accounts Payable Aging \_\_\_\_\_ Are Purchase Orders Used? \_\_\_\_\_ Yes \_\_\_\_\_ No  
 Federal ID Number \_\_\_\_\_ Length of Time in Business \_\_\_\_\_  
 Dun & Bradstreet Account Number \_\_\_\_\_ Rating \_\_\_\_\_ Annual Sales Volume \$ \_\_\_\_\_  
 Credit Line Requested \$ \_\_\_\_\_ Target Salesperson \_\_\_\_\_

**PRINCIPAL/OWNER**

Name \_\_\_\_\_  
 Home Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
 Social Security Number \_\_\_\_\_ Home Phone ( \_\_\_\_\_ ) \_\_\_\_\_  
 Business Operated From: \_\_\_\_\_ Home \_\_\_\_\_ Commercial Building \_\_\_\_\_ Own \_\_\_\_\_ Rent \_\_\_\_\_  
 Name of Landlord or Mortgage Holder \_\_\_\_\_

**OFFICERS**

President \_\_\_\_\_  
 Vice President \_\_\_\_\_  
 Controller \_\_\_\_\_  
 Registered Agent \_\_\_\_\_

**BANK REFERENCE** (Full address and phone number must be entered)

**ACCOUNT TYPE**

Bank \_\_\_\_\_ Account # \_\_\_\_\_  
 Address \_\_\_\_\_  
 City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
 Bank Officer's Name \_\_\_\_\_  
 Phone ( \_\_\_\_\_ ) \_\_\_\_\_ Fax ( \_\_\_\_\_ ) \_\_\_\_\_ Email \_\_\_\_\_

Checking  
 Savings  
 Other \_\_\_\_\_

**TRADE REFERENCES** (Full addresses and phone numbers must be entered)

**1.** Name \_\_\_\_\_ Type of Business \_\_\_\_\_  
 Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
 Acct# \_\_\_\_\_ Phone ( \_\_\_\_\_ ) \_\_\_\_\_ Fax ( \_\_\_\_\_ ) \_\_\_\_\_ Payment Terms \_\_\_\_\_

**2.** Name \_\_\_\_\_ Type of Business \_\_\_\_\_  
 Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
 Acct# \_\_\_\_\_ Phone ( \_\_\_\_\_ ) \_\_\_\_\_ Fax ( \_\_\_\_\_ ) \_\_\_\_\_ Payment Terms \_\_\_\_\_

**3.** Name \_\_\_\_\_ Type of Business \_\_\_\_\_  
 Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
 Acct# \_\_\_\_\_ Phone ( \_\_\_\_\_ ) \_\_\_\_\_ Fax ( \_\_\_\_\_ ) \_\_\_\_\_ Payment Terms \_\_\_\_\_

# RESALE SALES TAX CERTIFICATION

I HEREBY CERTIFY, that (NAME AS IT APPEARS ON THE CERTIFICATE)

\_\_\_\_\_ holds a valid Exemption Certificate,  
Reseller's Permit No. \_\_\_\_\_, for the State of \_\_\_\_\_

issued pursuant to the Sales and Use Tax Law; that I am engaged in the business of selling  
\_\_\_\_\_;

that the tangible personal property described herein which I shall purchase from TARGET DISTRIBUTING will be resold  
by me in the form of tangible personal property, PROVIDED, however, that in the event any such property is used for any  
purpose other than retention, demonstration, or display while holding it for sale in the regular course of business, it is  
understood that I am required by the Sales and Use Tax Law to report and pay for the tax, at the time the property is so used.

Description of products to be purchased: \_\_\_\_\_  
\_\_\_\_\_

**SIGNATURE** \_\_\_\_\_ **TITLE** \_\_\_\_\_

**NAME** \_\_\_\_\_ **DATE** \_\_\_\_\_

**You must attach a copy of your valid Resale Sales Tax Certificate**

## PERSONAL GUARANTY

For and in consideration of Target Distributing ("Target"), extending credit at the request of the undersigned personal guarantors (who must be an owner or officer of the company) ("Guarantors") to the entity applying for credit above ("Applicant"), the Guarantors hereby personally guaranty to Target, jointly and severally, the payment of any and all debts or obligations including interest, costs, attorneys' fees, and all other liabilities of the Applicant, and the Guarantors hereby agree to pay Target on demand, without offset for any reason, any sum, whether or not such sum exceeds the anticipated sales amount or credit limit which has or may become due to Target by the Applicant, and further agrees to pay all costs of collection, including reasonable attorneys' fees. This guaranty shall be a continuing, unconditional and absolute guaranty and indemnity for such indebtedness of the Applicant and the fact that at any time, or from time to time, the indebtedness may be paid in full shall not affect the obligation of the Guarantors with respect to further indebtedness thereafter incurred. The Guarantors may only revoke this guaranty upon 30 days' prior written notice received by the Credit Manager at Target, mailed by certified mail to: Target Distributing, 19560 Amaranth Drive, Germantown, Maryland 20874. Any indebtedness incurred by Applicant prior to the effective date of undersigned's revocation (30 days following the date of verified receipt of the valid revocation notice by Target's Credit Manager), though not yet due and payable, shall be guaranteed by the Guarantors. To the extent permitted by law, the Guarantors hereby waive all venue objections, the Homestead exemption, notice of acceptance hereof, notice of presentment, demand, nonpayment, dishonor and protest, and consent to and waive notice of any modification, amendment or extension of the terms of the credit agreement hereby guaranteed. The Guarantors further agree to notify Target, in writing, of any change in the form of the Applicant's business or ownership, or of any change in the Guarantors' status with the Applicant, within five days of such change (otherwise, this continuing guaranty shall extend to the named Applicant, the Guarantors and any successor companies, jointly and severally).

\_\_\_\_\_  
**Company Name**

\_\_\_\_\_  
dba

\_\_\_\_\_  
**Guarantor-1** (print name)

\_\_\_\_\_  
Date

\_\_\_\_/\_\_\_\_/\_\_\_\_\_  
**SSN**

\_\_\_\_\_  
**Witness** (print name)

\_\_\_\_\_  
**Guarantor-1** (signature)

\_\_\_\_\_  
**Witness** (signature)

\_\_\_\_\_  
**Guarantor-2** (print name)

\_\_\_\_\_  
Date

\_\_\_\_/\_\_\_\_/\_\_\_\_\_  
**SSN**

\_\_\_\_\_  
**Witness** (print name)

\_\_\_\_\_  
**Guarantor-2** (signature)

\_\_\_\_\_  
**Witness** (signature)

# TERMS AND CONDITIONS

**1. AGREEMENT DOCUMENTS:** The entire sales agreement between TARGET DISTRIBUTING (hereinafter referred to as "TARGET"), and the Applicant may comprise more than one document, including, but not limited to, this Dealer Application and Agreement, any credit authorization letter, Purchase Order(s) (written or verbal), Invoice(s), and/or Packing Slip(s) (the "Agreement"), and the Terms and Conditions published in our current catalog. A hard copy of your Purchase Order MUST accompany your initial order. Acceptance by Applicant of goods from TARGET constitutes reconfirmation by Applicant of all terms, conditions, representations and warranties contained in the Agreement. No right that TARGET has regarding the Agreement may be waived or modified except by TARGET in writing.

**2. REPRESENTATIONS and WARRANTIES:** To induce TARGET to enter into the Agreement and to continue to sell TARGET's products to Applicant, Applicant hereby represents and warrants all the information provided in this Application is true and accurate; that it is solvent; that it pays its obligations as they come due; and that its liabilities do not exceed its assets. All representations and warranties in this Application shall be deemed to be repeated in each Purchase Order issued by Applicant (whether written or verbal), and is incorporated therein by reference. Said representations and warranties shall be effectively remade each time a purchase obligation is undertaken unless Applicant notifies TARGET in writing to the contrary.

**3. TERMS OF PAYMENT:** Terms of payment shall be provided in writing from TARGET to Applicant. Calculations shall be from the invoice date supplied on the Invoice TARGET provides the Applicant.

**4. PURCHASE MONEY SECURITY INTEREST:** Until Applicant fully satisfies all its obligations to TARGET under the Agreement, TARGET retains and Applicant hereby grants to TARGET a purchase money security interest in all TARGET goods heretofore or hereafter sold by TARGET to Applicant, as well as proceeds therefrom. Applicant shall execute and file such financing statements as TARGET shall reasonably request. Applicant represents and warrants that no other liens or secured interests exist in said goods, or the proceeds therefrom. If such liens or secured interests do exist, Applicant will provide TARGET with written notice of the same.

**5. BREACH or DEFAULT:** In the event Applicant breaches the Agreement or defaults in satisfying any of its obligations under the Agreement, including making payments to TARGET when due, Applicant and/or any guarantor shall pay all costs of collection or other enforcement of the Agreement, including attorneys' fees, court costs and any other fees incidental thereto. Applicant and/or any guarantor shall also pay TARGET interest at the rate of one and one-half percent (1.5%) per month which shall begin accruing on the date of the default on any balance due to TARGET. Payment of past due accounts by credit card will be charged an additional 3% to offset the loss of cash discount per the original terms. Applicant and/or any guarantor need not be notified of a default and hereby waives any notice of default from TARGET. Furthermore Applicant and/or any guarantor hereby specifically waives choice of venue and agrees to litigate any dispute with TARGET regarding the Agreement in any Federal Court in the State of Maryland or State Court in Montgomery County, Maryland. Applicant and/or any guarantor consents to personal jurisdiction in the State of Maryland. In addition to the remedies provided herein, TARGET shall be entitled to all other remedies provided under the Uniform Commercial Code.

**6. COMPLIANCE with LAWS and REGULATIONS:** Applicant shall at all times comply with all applicable federal, state and local laws, rules and regulations.

**7. RETURN MERCHANDISE AUTHORIZATION:** Per TARGET existing RMA Policies/Procedures, Applicants desiring to return products must first obtain an RMA number from TARGET. TARGET will replace the returned merchandise only in accordance with the terms of TARGETS' RMA Policies/Procedures and applicable warranty provisions. Under no circumstances shall TARGET provide a cash refund. If replacement is not appropriate, TARGET will issue a credit memo to be used for future purchase from TARGET. Merchandise returned without an "RA" will be returned to account, freight collect. No credit or refund will be due or paid.

**8. NOTICES:** All notices required under this Agreement shall be in writing and shall be deemed duly given if mailed by registered mail or certified mail, return receipt requested, first class, postage prepaid to: Credit Manager, 19560 Amaranth Drive, Germantown, Maryland 20874; and if to Applicant, to the name and address Applicant provided in Section A of this Application. TARGET and Applicant shall be responsible for notifying each other of any change of address.

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## CREDIT INFORMATION AUTHORIZATION RELEASE

The confidential information contained herein is for the purpose of obtaining merchandise from TARGET. The information disclosed herein is true, accurate and can be relied upon by TARGET. Applicant hereby authorizes the release of credit and other financial information, including banking information, whether verbal or written, from the entities Applicant has specified in this Application to TARGET.

The undersigned has read and understood all sections of this Application and has completed all sections of this Application with information that is true and accurate. The undersigned hereby represents and warrants that he/she has full authority to enter into and perform the Agreement in accordance with its terms and that he/she is duly empowered to bind the Applicant hereunder.

I understand that TARGET is relying upon the information that I supplied in this Application and in any accompanying documents, in order to do business with, and issue credit to, the Applicant. I understand TARGET will retain this Application whether or not it is approved. TARGET will consider this Application as a continuing statement of the Applicant's financial condition. If any change occurs in the financial condition as stated herein and/or in the accompanying documents, Applicant shall promptly notify TARGET of such change.

NAME (print) \_\_\_\_\_

TITLE \_\_\_\_\_

SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_

**Remember to enclose a copy of your company's latest FINANCIAL STATEMENTS**

