

BARRY COMPANY, INC.
CREDIT APPLICATION AND ACCOUNT AGREEMENT

APPLICANT INFORMATION

Legal Business Name _____

Doing Business As: _____

Business Type Proprietorship Partnership LLP Corporation LLC JV

State of Incorporation _____

Physical Address _____ City _____ State _____ Zip _____

Mailing Address _____ City _____ State _____ Zip _____

Phone _____ Fax _____ Website _____

Ship-to Address _____

Estimated Annual Sales _____ How Long in Business _____ Amt. of Credit Req. \$ _____

FEIN (Federal Tax Identification No.) (if applicable) _____ or SS# _____

Contact Name and Title for Account _____ Email _____ Phone _____

Purchase Order Required? ☐ Yes ☐ No Email Invoices/Statements? ☐ Yes ☐ No Email _____

Specific Authorized Purchasers? ☐ Yes ☐ No *If Yes, provide the name(s) here: _____

Tax Resale/ Exempt? ☐ Yes* ☐ No *If Yes, enclose signed exemption certificate. Tax will be added until certificate provided.

PRINCIPAL INFORMATION (if a corporation, list shareholders; if LLC, list members; if a partnership, list partners)

Name	Title	Address	Phone

BANKING INFORMATION

Bank _____ Phone _____

Address _____ City _____ State _____ Zip _____

Bank Contact _____ Acct. No. _____ Type of Acct. _____

Length of Banking Relationship _____

If less than 5 years, identify prior banking contact information

Bank _____ Phone _____

Address _____ City _____ State _____ Zip _____

Bank Contact _____ Acct. No. _____ Type of Acct. _____

TRADE REFERENCES (Please provide three trade references)

Name	Address	Phone	Email	Relationship
1. _____				
2. _____				
3. _____				

TERMS AND CONDITIONS

All sales are subject to the terms and conditions outlined in this Credit Application and Account Agreement ("Agreement"). "Seller" means Barry Company, Inc. and its successors in interest, affiliated companies, subsidiaries, and/or assigns with whom you may do business now and/or in the future. "Customer" means the entity(s) or person(s) requesting to purchase goods or services from Seller on credit. Customer acknowledges it has read these terms and conditions and agrees to be bound thereby. The terms and conditions are as follows:

CREDIT TERMS: Customer shall be liable for and agrees to promptly pay when due all charges set forth in the applicable Seller invoice. All invoices are due Net 30 days. A service charge of 1.5% per month (18% per annum) or the maximum rate permitted by law, whichever is less, shall be assessed on overdue balances. In the event Customer is in default of its obligations under this Agreement, Seller may, in its sole discretion, suspend Customer's credit privileges without prior notice.

COLLECTION COSTS AND ATTORNEY'S FEES: If this account is turned over to an agency and/or an attorney for collection, Customer agrees to pay all reasonable attorney's fees, court costs and/or costs of collection incurred by seller whether or not suit is filed.

APPLICABLE LAW & VENUE: This Agreement shall be governed by the laws of the state of Indiana, without regard to any conflict of laws principles. Customer consents to the jurisdiction of the courts of the state of Indiana in connection with any action or proceeding arising from or related to this Agreement. The venue for all suits, counterclaims, causes of action and/or legal proceedings shall be instituted in any court of competent jurisdiction in Marion County or any other county in Indiana at Seller's discretion.

LIMITATION OF LIABILITY: SELLER SHALL NOT UNDER ANY CIRCUMSTANCE BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES OF CUSTOMER FOR ANY TRANSACTION ARISING FROM OR RELATED TO THIS AGREEMENT. THE MAXIMUM LIABILITY IN DAMAGES RECOVERABLE AGAINST SELLER SHALL NOT EXCEED THE AMOUNT ACTUALLY RECEIVED BY SELLER FOR THE TRANSACTION THAT FORMS THE BASIS OF CUSTOMER'S COMPLAINT.

CREDIT INVESTIGATION: The Customer authorizes Seller, its agents and affiliates, to conduct any credit investigations it deems appropriate, including but not limited to obtaining financial statements, credit reports, or other credit information, and authorizes the release to Seller of any information, financial, personal or otherwise, as required for the purposes of the credit investigations, from any financial institution, credit reporting organization, reference, supplier, governmental authority, or any institution providing credit information that the Customer deals with. The Customer hereby directs any such financial institution, credit reporting organization, reference, supplier, governmental authority, or any institution providing credit information to provide all information requested to Seller in relation to the Customer. For the purposes of any applicable statute pertaining to the privacy of information this clause shall constitute full and sufficient consent for the collection, use and disclosure of information, as required for a credit investigation.

CERTIFICATE OF USE: Customer certifies that this request is for the extension of credit for business purposes only and not for the extension of credit for personal, family or household purposes.

ENTIRE AGREEMENT: Customer agrees that the terms of credit as set forth herein shall constitute the entire agreement between Customer and Seller and that all sales/and or transactions between Customer and Seller shall be governed solely by these terms and condition. These terms and conditions may not be modified except by prior written consent of Seller. Seller reserves the right to change any of the terms of this agreement on 30 days advance notice.

NOTICE: The Federal Equal Credit Opportunity Act (ECOA) prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has, in good faith, exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with law concerning this creditor is the Federal Trade Commission, Division of Credit Practices, 600 Pennsylvania Avenue, NW, Washington, DC 20580.

ACCURATE INFORMATION/AUTHORITY: The undersigned certifies that all of the information in this Agreement is complete, factual and correct, and understands that Seller will rely on the completeness and accuracy of this information in determining whether any credit may be extended. By signing below, the undersigned agrees to the terms and conditions stated herein and represents that he/she is authorized by the Customer to execute this legally binding Agreement.

Signature_____

Title_____

Printed Name_____

Date_____

UNCONDITIONAL PERSONAL GUARANTY

In consideration of credit extended by Seller to Customer, I assume personal and individual responsibility and liability, and unconditionally guaranty, without offset, the payment of all indebtedness due and payable to Seller by the Customer which is now existing or hereafter incurred in the future including but not limited to payment of interest, attorney's fees and court costs. This guaranty is open, continuous and not limited in time. Seller shall not be required to exhaust its remedies against Customer prior to enforcing its rights against the undersigned under this personal guaranty. The undersigned waives notice of default, demand, non-payment, presentment, and notice of intent to accelerate or acceleration. I understand that this guaranty shall remain in full force until Seller receives written notice from me that this guaranty is terminated and no balances owed to seller for goods received and credit extended. In the event that it becomes necessary to enforce this personal guaranty, the undersigned agrees to pay all reasonable attorney fees, court costs and/or costs of collection.

I hereby consent and authorize the use of my consumer credit report in the credit evaluation process by Seller. Undersigned grants to Seller the right and authority to make credit inquiries regarding Undersigned and to obtain financial statements, consumer credit reports, or other credit information about Undersigned, from time to time as may be needed, in the credit evaluation process. Undersigned does hereby release all claims in favor of Undersigned against Seller and third parties related to the request and/or providing of credit information and instruments.

Signature of Guarantor _____ SSN: _____

Please Print Name _____ Date _____

Address _____

Signature of Guarantor _____ SSN: _____

Please Print Name _____ Date _____

Address _____

Witness _____

Please Print Name _____

Phone Number _____