



# Terms and Conditions

## Brecco Distribution, Corp.

4433 West Van Buren, Suite #5

Phoenix, AZ 85043-3925

Phone: 602-269-2139 Toll Free: 800-543-4194 Fax: 602-484-9248

### Terms: Net 30 Days

Accounts over 30 days will be charged 1-1/2% interest per month (18% per annum).

Completion of all orders accepted and fulfillment of all agreements or contracts entered into are subject to any delay which might be occasioned by strikes, fires, accidents or other causes whether or not beyond our control and Brecco Distribution, Corp., all Subsidiaries and/or Affiliates shall not be liable for any consequential damages arising from any such delay.

We guarantee products which are manufactured by Brecco Distribution, Corp., or its Subsidiaries and/or Affiliates, and will replace those having manufacturing defects, when used in the service of which we recommend them. No charge for labor or expense required to repair defective goods, the measure of the damage is the replacement of the defective goods or the cost of said goods only.

All allegedly defective goods must be returned as a condition of replacement or credit.

No goods will be taken back and credited unless our consent has been first obtained, and accompanied by a return authorization memo.

All products returned with our permission must be goods obtained through us and in clean salable condition.

All products returned will be covered by the manufacturer's warranty only.

Credit will only be allowed on the basis of prices agreed upon, less 20% to cover handling costs, less any costs of putting in salable condition, and less transportation charges on original and return shipments.

Orders for fabricated goods are not subject to cancellation for any reason whatsoever after work has been started on them, except upon agreement to make payment for all work which has been performed.

All promises of shipment will be as closely estimated as possible. We use our efforts in every case to ship within the time promised, but cannot guarantee to do so.

All claims for shortage must be made on receipt of goods.

Stenographic and clerical errors are subject to corrections.

Upon opening and/or maintaining an account with Brecco Distribution, Corp., or any of its Subsidiaries and/or Affiliates, you hereby agree that all disputes, including those arising as a result of your nonpayment may be submitted to New York State courts located in Nassau County (including Nassau County district courts).

Any claims against Brecco Distribution, Corp., and or any of its Subsidiaries and/or Affiliates must be brought, if at all, in the Supreme or District court of the State of New York, County of Nassau.

In the event your account is placed with an attorney for collections, you will be responsible for attorney's fees in the amount not less than 25% of your outstanding balance.

These terms may be modified from time to time. In such event you will be bound by such revised terms unless you elect in writing, within five (5) business days of receipt of said revised to close your account and your account is paid in full within sixty (60) days thereafter.

X \_\_\_\_\_  
Acceptance of Brecco Distribution, Corp., and its subsidiaries and/or affiliates terms & conditions

X \_\_\_\_\_  
Dated

**Call Toll Free: 1-800-543-4194**

**Fax: 1-877-474-9248**

# Credit Application



# BRECCO

## Brecco Distribution, Corp.

4433 West Van Buren, Suite #5

Phoenix, AZ 85043-3925

Phone: 602-269-2139 Toll Free: 800-543-4194 Fax: 602-484-9248

Salesman's Name: \_\_\_\_\_

(Please Mail Original)

Date \_\_\_\_\_

Full Legal Name: \_\_\_\_\_

Business Address: \_\_\_\_\_

Own or Rent (circle one)

Contractor's Lic.#: \_\_\_\_\_ A/P Contact: \_\_\_\_\_

Business Phone: \_\_\_\_\_ Submitted by: \_\_\_\_\_

Federal I.D.#: \_\_\_\_\_ Fax #: \_\_\_\_\_

Type of Business (Please circle one): Supply House Sprinkler Center Hospital Plumbing Center

Tax Status (Please circle one): Resale Contractors Exempt Exempt Organization

### **\*\*Please Forward Exempt Certificate With Completed Application\*\***

Year Business Started: \_\_\_\_\_ Years At Present Location: \_\_\_\_\_

Type Of Organization (Please circle one): Corporation LLC Individual Partnership Resale #: \_\_\_\_\_

### **\*\*Officers / Partners\*\***

Name: \_\_\_\_\_ Title: \_\_\_\_\_ Home Address: \_\_\_\_\_ S.S.#: (Required) \_\_\_\_\_ Phone#: \_\_\_\_\_ D.O.B. \_\_\_\_\_

A) \_\_\_\_\_

B) \_\_\_\_\_

C) \_\_\_\_\_

### **\*\*Banking References (Include Acct# And Contact)\*\***

Bank Name & Address: \_\_\_\_\_ Phone#: \_\_\_\_\_

Checking Acct#: \_\_\_\_\_ Savings Acct#: \_\_\_\_\_ Contact Name: \_\_\_\_\_

### **\*\*Trade References (Include Contact Name)\*\***

A) \_\_\_\_\_ Phone#: \_\_\_\_\_

B) \_\_\_\_\_ Phone#: \_\_\_\_\_

C) \_\_\_\_\_ Phone#: \_\_\_\_\_

Vehicles ID#: \_\_\_\_\_ (Attach additional sheets if necessary for all vehicles)

Lic.#: \_\_\_\_\_ Own or Lease: \_\_\_\_\_ Make: \_\_\_\_\_ Model: \_\_\_\_\_ Year: \_\_\_\_\_

### **Credit Limit Requested:**

In making this application for credit, the customer acknowledges receipt of Brecco Distribution, Corp., and its Subsidiaries and/or Affiliates, Terms and Conditions on the following page and agrees to pay all invoices in accordance with such terms. In addition Customer agrees to pay a service charge of 1-1/2% per month, which is an annual percentage rate of 18%, on all overdue balances. In the event a law suit is necessary to collect any amount, the customer agrees to pay the seller's attorney fees and costs including attorney's fees for appeal.

By signing this application, Customer represents that the information contained herein is true and correct.

**Personal Guarantee** of account of: \_\_\_\_\_ Date: \_\_\_\_\_

I/We, the undersigned, hereby personally, jointly and severally guarantee(s) payment of all invoices and other charges as set forth above, and understand payments on accounts will be applied 1st against the oldest open invoices.

Signature: \_\_\_\_\_ Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Print Name: \_\_\_\_\_