

# Mercury Adhesives

## Wholesale Request

6150 Parkway North Dr  
Cumming, GA 30040  
Phone 770-886-9566  
Fax 770-886-9566  
sales@mercuryadhesives.com

# APPLICATION FOR DEALERSHIP

### Shop Information

Shop/Trading Name \_\_\_\_\_

Business is a  Sole Proprietor  Partnership  Corporation  LLC/P  Other

Name of Corporation or legal entity (if necessary) \_\_\_\_\_

Shop Street Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip/Postal Code \_\_\_\_\_

Shipping Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip/Postal Code \_\_\_\_\_ Country \_\_\_\_\_

Billing Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip/Postal Code \_\_\_\_\_ Country \_\_\_\_\_

Shop Phone Number \_\_\_\_\_ Shop Fax Number \_\_\_\_\_

Shop Email Address \_\_\_\_\_ Shop URL \_\_\_\_\_

State Sales Tax/Resale Number \_\_\_\_\_ Federal EIN Number \_\_\_\_\_

Store Location  Mall  Shopping Center  Free Standing  Residential Location  Other \_\_\_\_\_

Store Size \_\_\_\_\_ square feet Weekly Hours Open \_\_\_\_\_

Primary Method of Sale, Over The Counter  Mail Order  Internet  Other \_\_\_\_\_

Number of Employees \_\_\_ Full Time \_\_\_ Part Time Date Shop Opened \_\_\_\_\_

### Ownership Information

*Please list the names of all owners or principles of the company*

Name \_\_\_\_\_

Name \_\_\_\_\_

Home Address \_\_\_\_\_

Home Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Home Phone Number \_\_\_\_\_

Home Phone Number \_\_\_\_\_

Social Security Number \_\_\_\_\_

Social Security Number \_\_\_\_\_

Personal Email Address \_\_\_\_\_

Personal Email Address \_\_\_\_\_

### Credit References

If this is a new shop without references, check here

Name \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Phone Number \_\_\_\_\_

Phone Number \_\_\_\_\_

Fax Number \_\_\_\_\_

Fax Number \_\_\_\_\_

Name \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Phone Number \_\_\_\_\_

Phone Number \_\_\_\_\_

Fax Number \_\_\_\_\_

Fax Number \_\_\_\_\_

### **Bank Reference**

Name of Bank \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Phone Number \_\_\_\_\_ Main Account Number \_\_\_\_\_

Contact Person at Bank \_\_\_\_\_

### **The Agreement Fine Print**

The undersigned acknowledge that the information supplied on this form is correct. Should any of this information change once an account has been established, I/we understand this account may be subject to review and possible re-establishment of the account may be required including a new application and photographs. All information supplied on this application is the confidential property of Mercury Adhesives.

The undersigned acknowledge that all merchandise purchased from Mercury Adhesives shall be exclusively for resale to end users only.

I/we understand and acknowledge that by placing an order with Mercury Adhesives constitutes doing business in Georgia, and is subject to the laws of the State of Georgia.

The undersigned acknowledge for the purpose of establishing and maintaining an open account with Mercury Adhesives, periodic credit inquiries including business and personal credit reports and bank references are authorized. The granting of any credit line is the sole responsibility of Mercury Adhesives, and may be discontinued at any time without reason.

The undersigned authorize Mercury Adhesives to make whatever credit and/or business inquiries it deems necessary in the establishment of this account. Furthermore, I/we authorize and instruct any person or credit reporting agency to report any information to Mercury Adhesives it may have in response to such credit and/or business inquiries.

Payment is accepted via Company check until credit has been established. For payment by Paypal or credit card add 3%. Shipping is FOB Atlanta, unless the minimum order amount is made and then shipping is free. Local pick up is available. We normally ship UPS and are happy to bill the freight to your UPS account or charge it to your account.

If credit is established, the undersigned agree to pay all open account invoices in full within 15 days of date of receipt of goods. I/we acknowledge that all amounts not paid by the 15<sup>th</sup> day after receipt of goods are subject to a FINANCE CHARGE of 1.5% per month (18% ANNUAL PERCENTAGE RATE) applied to the average daily balance. Should this account be terminated for any reason, all amounts due to Mercury Adhesives become payable at once.

In the event payment of invoice is tendered by check, and that check is dishonored by the bank for any reason, I/we agree to pay a \$25.00 charge for each dishonored check. In addition, I/we agree to pay any late payment fees associated with that check.

The undersigned acknowledge that in the event this account becomes delinquent and is turned over to any collection agency or attorney for collection, I/we agree to pay all of Mercury Adhesives collection costs including, but not limited to, reasonable attorney and/or collection fees.

With the establishment of this account I/we agree to abide to all Minimum Advertised policies (MAP) as established by Mercury Adhesives as it relates to the products I/we carry. Map price is defined as the suggested price as posted on the Mercury Adhesives web site.

I/We agree to provide reasonable technical support to customers, including without limitation:

Assigning trained and competent technical personnel who are sufficiently knowledgeable with respect to Mercury products in general and the products purchased from Mercury Adhesives in particular to answer customer questions regarding the use of the products.

I/we understand that Mercury Adhesives has no control over the final use of the Mercury products purchased from your company or the manner in which the products are used and maintained. Thus, no liability is assumed or accepted for any damage resulting from the use of the products including but not limited to direct, indirect, incidental, special, and consequential damages.

I/we understand that I/we may not transfer or assign any of our rights or obligations under this agreement without the prior written consent of Mercury Adhesives.

I/we agree to keep any and all correspondences as well as wholesale pricing matters confidential at all times.

I/WE AGREE THAT MERCURY ADHESIVES AND ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS WILL NOT BE LIABLE, WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, FOR ANY DAMAGES OF ANY KIND WHATSOEVER, INCLUDING DIRECT, INDIRECT, PUNITIVE, SPECIAL, CONSEQUENTIAL AND INCIDENTAL DAMAGES (INCLUDING WITHOUT LIMITATION LOST PROFITS, COST OF PROCURING SUBSTITUTE SERVICE OR LOST OPPORTUNITY) ARISING OUT OF OR IN CONNECTION WITH THE SALE OR USE OF PRODUCTS PURCHASED FROM MERCURY ADHESIVES OR THE MANUFACTURE OF THE PRODUCTS PURCHASED FROM MERCURY ADHESIVES, OR THE USE OF ANY RELATED PRODUCTS USED WITH THE PRODUCTS PURCHASED FROM MERCURY ADHESIVES OR THE DELAY OR INABILITY TO USE THE PRODUCTS, EVEN IF MERCURY ADHESIVES WAS MADE AWARE OF THE POSSIBILITY OF SUCH DAMAGES. THIS EXCLUSION OF LIABILITY INCLUDES, BUT IS NOT LIMITED TO, OPERATOR ERRORS, OR ANY FORCE MAJEURE. MERCURY ADHESIVES CANNOT AND DOES NOT GUARANTEE THE PRODUCTS IN ANY WAY. FURTHERMORE, YOU AGREE TO INDEMNIFY MERCURY ADHESIVES AGAINST LIABILITY FOR ANY AND ALL USE OF THE PRODUCTS PURCHASED FROM MERCURY ADHESIVES.

Signature \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

**Corporations and Limited Liability Companies Only**

I/we hereby personally guarantee that the statements on this application are true and guarantee to any indebtedness to Mercury Adhesives incurred by

Name of Corporation or Limited Liability Company \_\_\_\_\_

Individual Guarantor/Owner \_\_\_\_\_ Date \_\_\_\_\_