



Business/Credit Account Application

1181 S. Lake Drive | Lexington, SC 29073
T 888-522-BIKE | F 800-822-1985 | credit_app@hlc.bike

Hawley, LLC (hereinafter called HLC) is a wholesale distributor of bicycle parts and accessories, selling primarily to retail bicycle businesses. We do not sell to the general public. All decisions with respect to credit approval, terms, revision, continuation, or termination of accounts are at the sole discretion of HLC. A fully completed and signed business application, resale or sales tax exemption certificate are required to open an account. Additional information may be required. Please type or print all information. Both pages of the application must be submitted.

Legal Business Name: _____ /DBA: _____

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

Shipping Address (if different): _____ City: _____ State: _____ Zip: _____

Is the above shipping address a residential address? ☐ Yes ☐ No (Please submit additional ship locations on separate sheet)

Corporation: ☐ Sale Proprietorship: ☐ Partnership: ☐ LLC: ☐ Federal ID #: _____ State of Incorporation: _____

Business Phone (required): _____ Business Fax: _____

Manager/Contact Name: _____ Email: _____

Accounts Payable Contact Name: _____ Phone: _____ Email: _____

Preferred Shipping Carrier: ☐ FedEx ☐ OnTrac Are you able to accept LTL deliveries? ☐ Yes ☐ No

Hours of operation: _____ to _____ Your company website: _____

Payment Terms Requested: ☐ Credit/Debit Card ☐ Net 30 Credit Limit Requested for Net 30 _____

Send Invoice and Monthly Statement by: ☐ Mail ☐ Email _____

Business Owner Information

Date opened: _____ Years under current Ownership: _____

Owner Name: _____ SS#: _____ Percent of Ownership: _____ %

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

Home Phone: _____ Home Email: _____

Additional Owner Name: _____ SS#: _____ Percent of Ownership: _____ %

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

Home Phone: _____ Home Email: _____

Do you have a retail store front (brick and mortar building)? ☐ Yes ☐ No Do you have a full service bike repair center? ☐ Yes ☐ No

Type of business: _____ Bike lines carried: _____

Premises: ☐ Leased (Expiry date: _____) ☐ Owned by Applicant ☐ Owned by Related Party

Landlord Name: _____ Landlord Address: _____ Phone: _____

Were you contacted by an HLC sales representative? ☐ Yes ☐ No Name of HLC rep: _____

Trade Credit References (Check companies with which you currently have an open account)

☐ Action Bicycle USA ☐ BTI ☐ Easton/Bell ☐ Fuji/ASI ☐ Giant ☐ KHS
☐ J&B Importers ☐ QBP ☐ Shimano American ☐ Specialized ☐ Trek ☐ Other _____

Bank Information:

Name of Bank: _____ Bank Phone: _____ Bank Acct #: _____

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

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Terms and Conditions

A state Resale or Sales Tax Exemption Certificate must be submitted with your application unless your business is located in AK, DE, MT, NH or OR. We must have a Resale/Sales Tax Exemption certificate on file for your account or we are required by law to charge sales tax on all orders. State Resale or Sales Tax Exemption forms are available on our website.

Owner shall not voluntarily or by operation of law, assign, transfer, or otherwise encumber all or any part of the Owner's interest or obligations under Agreement without the prior written consent of HLC. Such consent shall be at the sole discretion of HLC. Owner agrees to provide written notice to HLC immediately upon any changes to ownership structure, business name, or any sale of the company.

The undersigned understands and agrees that an HLC account is subject to all Terms of Sale and Account Criteria published by HLC and that HLC reserves the absolute discretion to restrict or close your account at any time without notice.

Should the undersigned default, your company and all individuals who personally guarantee your company's payment of account agree to pay late service charges at the maximum rate allowed by law but not to exceed 1.5% per month on the outstanding balance, and at HLC's discretion, all amounts owed shall become immediately due and payable. In the event your account requires legal action or the services of a collection agency, you are responsible for all fees that accrue from such action. HLC reserves the right to collect merchandise from the Credit Applicant to satisfy any debt incurred in the event payment is not made within the agreed upon terms. If your check is returned by the bank as uncollectible, a \$30 service charge will be added to your account and HLC reserves the right to change your account terms without notification to Credit Card.

The undersigned consents, for any proceedings relative to this agreement or to the merchandise sold, as well as the fulfillment of all obligations under the present, to the parties making election of domicile at the HLC's head office and consents to the renouncement of the rights that he may have regarding the jurisdiction of the courts of some other district of this state or of any other district of the states concerned.

The undersigned is authorized on behalf of the company to make this application and acknowledges that he/she has read this application in full and understands the terms and conditions as set forth above. Applicant and the undersigned acknowledge that submittal of this application serves as authorization for HLC to obtain their credit histories and account information from banks/credit reporting entities and that HLC may provide account history for established accounts to credit entities and/or other industry vendors when requested. The applicant and the undersigned agree to maintain a liability insurance policy for potential suits following use of the products. Applicant and the undersigned acknowledge that signature of this document may be accomplished by the specific electronic means contemplated and will be recognized for legal purpose.

Guarantee in favor of Hawley, LLC ("HLC")

Regarding the applicant _____ (Name of business)

In consideration of credit being extended by HLC to the afore named applicant for merchandise to be purchased whether applicant be an individual(s), a proprietorship, a partnership, a corporation, or other entity, the undersigned guarantor or guarantors each hereby contract and guarantee to HLC the faithful payment, when due, of all accounts of said applicant for purchases made after the date of this application. This is a continuing guarantee and shall remain in force until revoked by HLC in writing. Such revocation shall be effective only as to claims which arise subsequent to such notice. This guarantee is unconditional. Its purpose is to pledge the personal credit and assets of the signer(s) for all credit extended to the Credit Applicant by HLC until all debt is paid in full. The undersigned waive the benefit of discussion and division and declare having read the above and having received appropriate explanation on the nature and scope of this agreement.

Owner/Principal Signature _____ Date _____

Name (please print) _____

Additional Owner/Principal Signature _____ Date _____

Name (please print) _____

Payment Options

The mailing address for payments is:

Hawley, LLC
1181 South Lake Drive
Lexington, SC 29073-7744

Credit cards are accepted only at the time of order placement.

HLC is pleased to offer ACH (electronic funds transfer) as a convenient payment option for accounts with open terms. Payments are initiated via the HLC website and electronically deducted from a designated checking account. ACH set up forms are available at hlc.bike. Completed ACH set up forms and a voided check copy may be faxed to 800-822-1985 or mailed to the above address.

Please note: we are unable to process ACH set up requests unless the form is signed by an authorized user of the designated bank account and a voided check copy is included.