



Referred By: _____



CREDIT APPLICATION

*****Please type or print all information*****

Business Name: _____

Bill to: _____ City, State, Zip: _____

Ship to: _____ City, State, Zip: _____

Telephone: (____) _____ Fax: (____) _____

Email: _____ Mobile: (____) _____

Corporation Partnership Proprietorship Non-Profit Org. Ltd Liability Co. Other _____

State License #: _____ Date Business Commenced: _____

Federal Tax ID #: _____ Are you Sales Tax Exempt? Yes No

(If yes, please attach valid certificate)

Principal Business Activity: _____

List any other Business, Trade or Affiliated Names: _____

Trade References (Please list suppliers where you have active accounts)

1. _____ 2. _____ 3. _____

Phone: _____ Phone: _____ Phone: _____

Fax: _____ Fax: _____ Fax: _____

Account #: _____ Account #: _____ Account #: _____

Bank References

Bonding Information: _____

Bank Name: _____

City: _____ State: _____ Zip Code: _____

Account#: _____ Telephone: (____) _____

Principals or Officers

Name: _____ Title: _____ Social Security #: _____

Home Address, City, St, Zip: _____

Name: _____ Title: _____ Social Security #: _____

Home Address, City, St, Zip: _____

Name: _____ Title: _____ Social Security #: _____

Home Address, City, St, Zip: _____

If any of the principals were in business before, please provide business name, location, date and explain the reason for discontinuing:

If any of the principals were or are currently involved in bankruptcy proceedings, please provide name (personal or business), location, date, bankruptcy type and the outcome of the proceedings: _____

The undersigned certifies the above information to be true and correct, that it is submitted for the purpose of obtaining credit and agrees to the Terms and Conditions on page 2 and any changes to those terms, which may occur in the future, all of which are herein incorporated by reference. The undersigned further authorizes the Seller to request and receive credit reports from references listed and other credit service organizations regarding the undersigned's personal and/or business credit for the purpose of investigating the Purchaser's business and its' eligibility for credit. The undersigned consents to an investigation of the Purchaser and of any personal guarantor of Purchaser.

Authorized Signature of Purchaser

Date: _____

Print Name: _____

Notary: _____

Title: _____

My Commission Expires: _____

CONTINUING PERSONAL GUARANTEE

Guarantor(s) Name(s): _____

Please sell and deliver to Purchaser: (Purchaser Name) _____ and/or its' representatives, pursuant to the Terms and Conditions on page 2 of the credit application, incorporated herein by reference made a part hereof, such merchandise as they or their representatives may order or select, and in consideration thereof the undersigned Guarantor(s), which shall include Guarantor if only one, and Guarantors if more than one, hereby fully guarantee and agree that Guarantor(s) shall be personally responsible, jointly and severally for the payment, whether by open account acceptance, note or otherwise, together with all other damages and costs which Purchaser may be obligated to the Seller, including, but not limited to, 30% legal fees which Guarantor(s) are also obligated to pay as damages to the Seller in the event the delinquent account is turned over to an attorney for collection. The Guarantor(s) hereby waive notice of acceptance hereof, amounts of sale, dates of shipments or deliveries, notice of default in payment and legal proceedings against Purchaser. Guarantor(s) acknowledge that the Guaranty is condition for extending commercial credit to Purchaser. This is intended to be, and shall be construed to be, a Continuing Personal Guarantee (Guarantee) applying to all sales made by the Seller to Purchaser, and shall not be revoked by: (1) death of a Guarantor(s); (2) the sale or transfer of Purchaser subsequent to the execution of this Guaranty; or (3) the departure, resignation and/or disassociation for any reason, of Guarantor(s) from Purchaser. This Guaranty shall remain in full force and effect until the Guarantor(s) shall have given notice in writing to the Seller to not make further advances on the security of this Guaranty, and until such notice shall have been received by an authorized agent of the Seller. The revocation of the Guaranty is only effective for the purchases made after receipt by the Seller of written revocation. Unless the Seller agrees in writing, this Guaranty shall extend to the transactions between the Seller and Purchaser, as well as any successor or related business entities, or to any other business entity, in which the undersigned owns or holds an interest. Guarantor(s) agree to notify the Seller, in writing, of any changes in the form of the Purchaser's business or ownership of Purchaser's business within five (5) days of such change, otherwise this Guaranty shall extend to Purchaser, and any successor companies, individuals or assignees or related entities, as a condition of maintaining an open account with the Seller. The obligation of the Guarantor(s), where more than one, shall be joint and several, and the death, discontinuance or discharge for any reason as to one or more of the undersigned shall not operate as a discontinuance or discharge as to any of the others.

It is understood and agreed that the Guarantor(s) liability under this Guaranty shall be unlimited.

The undersigned consents to an investigation into the creditworthiness of the Guarantor(s).

IN WITNESS WHEREOF, the undersigned hereby execute(s) the Guaranty this _____ day of _____, 20_____

DO NOT USE BUSINESS OR CORPORATE TITLES AS THEY ARE INAPPLICABLE

Guarantor's Signature (Individually) _____
Social Security #

Printed Name

Sworn to and subscribed before me this _____ day of _____, 20 _____

Personally know _____ or produced _____ (type of identification)

Signature of Notary Public _____
Print, Type or Stamp Commissioned Name of Notary Public State of _____

Guarantor's Signature (Individually) _____
Social Security #

Printed Name

Sworn to and subscribed before me this _____ day of _____, 20 _____

Personally know _____ or produced _____ (type of identification)

Signature of Notary Public _____
Print, Type or Stamp Commissioned Name of Notary Public State of _____

TERMS AND CONDITIONS

All sales made by the Seller are subject to the Terms and Conditions, which shall prevail over any inconsistent terms of Purchaser's purchase order or other documents. No terms and conditions in any way altering or modifying these conditions shall be binding upon the Seller unless they are specifically authorized in writing by the Seller's authorized representative. No modification or alteration of these provisions shall result in addition to, in conflict with, or inconsistent with these provisions. There are no terms, conditions, understandings or agreements other than those stated herein, and all prior proposals and negotiations are merged herein. The Seller's terms and conditions are subject to change upon written notice and all future sales and extension of credit are at the sole discretion of the Seller.

Prices in quotation form made by the Seller are subject to change without notice and all quotations expire and become invalid if not accepted within 30 days from the date of issue, unless otherwise noted by the Seller in writing. Price extensions, when made, are for Purchaser's convenience only, and they, as well as any mathematical, stenographic or clerical errors, are not binding on the Seller. Prices shown do not include any sales, excise or other governmental tax or charge payable by the Seller to Federal, State or Local authority. Any taxes not or hereafter imposed upon sales of shipments will be added to the purchase price. Purchaser agrees to reimburse the Seller for any such tax or to provide the Seller with an acceptable tax exemption certificate.

The Seller shall not be liable for delay or default in delivery and all quotations and agreements are contingent upon any cause beyond the Seller's reasonable control, including, but not limited to, governmental action, strikes, or other labor troubles, fire, damage or destruction of goods, manufacturers' shortages, inability to obtain materials, fuels, or supplies, acts of God or any other cause whatsoever beyond the Seller's control.

Goods not manufactured by the Seller are warranted and guaranteed only to the extent and in the manner warranted and guaranteed to Purchaser by the original manufacturer of such goods.

All other warranties are excluded, whether expressed or implied by operation of law or otherwise, including all implied warranties of merchantability or fitness for a particular purpose. The Seller's liability hereunder, and Purchaser's exclusive remedies hereunder, either in contract or in tort or pursuant to statute for breach of warranty or for negligence, are expressly limited to the giving of credit or replacement of materials. Purchaser must give the Seller written notice identifying the defective goods and specifying the defect within ten (10) days after receipt of the goods & fully describes the shortage and/or damage alleged. No claim for shortage of goods or damage to goods shall be allowed unless Purchaser provides written notice. The Seller must also be given the opportunity to inspect the allegedly defective goods, and if requested by the Seller, the allegedly defective goods must be returned to the Seller. Failure to give required notice within the time provided or failure to return allegedly defective goods to the Seller following the Seller's request constitutes a waiver of all claims against the Seller. The Seller's responsibility to give credit or replacement of materials is limited to the extent that the Seller is able to obtain equivalent credit or replacement from the original manufacturer of such goods. Purchaser and the Seller agree that the Seller shall not be liable directly or indirectly for a consequential, incidental, special or indirect damage in any way arising from the sale, handling, installation or use of the goods sold or from any other breach of this document. The Seller's responsibility ceases upon issuance of bill of lading. The Seller shall not be liable to Purchaser for goods that are damaged or lost while in the possession of a common carrier and it will be Purchaser's responsibility to recover any and all damage directly from the common carrier. Special order items are considered billable at time of order and are non-returnable. All returns are subject to a restocking charge.

Any change in quantities or destination may result in a price adjustment by the Seller.

The Seller assumes no responsibility whatsoever for the Seller's interpretation of plans or specification provided by Purchaser and Purchaser's acceptance must be premised on final approval by architects, engineers or other third parties, and not on the Seller's interpretation.

Our standard cash discount for all stock items will follow the terms of the manufacturer and is extended ONLY for payment on or before the 10th day of the month following that month in which the purchase is made. Payments not made by the 10th of the month will be Net on the 25th of the month following that month in which the purchase is made. A monthly service charge of 2% (not to exceed 24% per annum) will be added to all invoices past due 30 days or more to cover the expense of carrying costs and additional bookkeeping costs.

Purchaser agrees that the Seller is entitled to 30% attorney fees in the event that the delinquent account is turned over to attorneys for collection. The Purchaser also agrees to pay the highest interest rate allowed by law, but not to exceed 24% per annum.

If Purchaser fails to comply with these Terms and Conditions, or Purchaser's credit becomes unsatisfactory in the Seller's sole discretion, the Seller reserves the right to terminate or restrict any order upon notice to Purchaser. Purchaser certifies that it is solvent and that it will immediately advise the Seller if it becomes insolvent. Purchaser agrees to send the Seller written notice of any changes in the form of ownership of Purchaser's business within five days of such changes.

The Seller, or an authorized representative, has my authorization to contact any references given.

Purchaser acknowledges and agrees that the merchandise sold herein is being purchased for business, commercial, or industrial use and not for consumer, personal or family household purposes.

Seller makes no representations, and bears no responsibility, as to the installation, use or other disposition of the merchandise sold hereby, and, accordingly, Purchaser agrees to indemnify and to hold harmless Seller from any liability for injury or damages arising out of, or in any way connected with, or pertaining to the sale, installation, use or other disposition of the merchandise sold herein.

Merchandise made to Purchaser's specifications or of special manufacture, or ordered especially for Purchaser, is sold subject to the condition that such order is non-cancellable.

Purchaser accepts primary liability for the payment of all merchandise shipped and/or billed and waives the right to use as a defense against payment, the obligation by a third party to pay for said merchandise.

Purchasers who are liable for State sales tax shall remain liable for the payment of State sales tax and all other applicable taxes whether or not charged by Seller. Furthermore, Purchaser agrees to reimburse Seller for all assessments, penalties, interest and similar charges levied by the State or any of its political subdivisions, departments or agents, or by any other taxing authority, arising out of, relating to or in any way connected with, or relating to Purchaser's failure to fulfill its obligation under the terms of this clause and the State Sales Tax Regulations, or any other applicable tax regulation(s) or law(s).

Purchaser agrees to have agents and facilities available to accept all deliveries of merchandise pursuant to orders placed with Seller, for shipment to Purchaser's office, warehouse, jobsite or any other designated location.

Purchaser shall hold Seller harmless in all actions, proceedings, and litigation arising out of charges brought against manufacturer(s) whose products are sold by Seller.

If any provision (or any part of any provision) contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision (or remaining part of the affected provision) hereof. No modification, amendment or waiver with respect to these Terms and Conditions shall be valid or enforceable against Seller unless in writing and signed by an authorized officer of Seller.

Purchaser agrees to waive trial by jury in any action, proceeding or counterclaim brought by either party hereto or any matter arising out of, or in any way connected with, or pertaining to any sales made by Seller to Purchaser, for the use or other disposition of the merchandise sold herein, or any claim for injury or damages arising therefrom.

APPLICABLE LAW - Any disputes which arise between Seller and the Purchaser shall be governed by and construed under the laws of the State of New Jersey.

Buyer grants to Seller a purchase money security interest under the Uniform Commercial Code in all Goods purchased from Seller, until the goods are paid in full. If Buyer fails to pay for the Goods as agreed, Seller may repossess any Goods in which it retains a security interest and Seller shall have all the rights and remedies of a secured creditor under the Uniform Commercial Code. Buyer authorizes Seller to file financing statements covering the Goods. Further, to secure the representations and covenants made by Buyer in this agreement, Buyer hereby grants the Seller a continuing security interest in all personal property and fixtures in which Buyer has an interest, now or hereafter existing or acquired, and wheresoever located, tangible or intangible, including but not limited to, inventory, furniture, vehicles, receivables, accounts, notes, cash or cash equivalents, and all promises or duty to pay money, now or hereafter owned or acquired by Buyer. Further to this purpose, Buyer hereby grants Seller and its agents Power of Attorney to sign its name on any applicable financing statements (UCC1 and otherwise) in order to effectuate filing(s) on the aforementioned assets of Buyer. Upon any default in payment by Buyer, pursuant to Seller's Terms and Conditions of Sale, Seller may enforce said security agreement in accordance with the provisions of the Uniform Commercial Code.

Warshauer Use Only:	Type _____	Acct # _____
I/S _____	O/S _____	
WH _____	C/L _____	
Referred By: _____		