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 Portland, ME 04103  
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121 Commerce St.  
 Williston, VT 05495  
 Ph. (802) 863-8897  
 Fax (802) 863-8898

674 Coldbrook Rd  
 Hermon, ME 04401  
 Ph.(207)848-1700  
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116 Lundquist Dr  
 Braintree, MA 02184  
 Ph. (781) 535-6771  
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### Customer Credit Application

**Customer warrants that the following information is accurate and complete (attach additional sheets as needed):**

Legal Name of Customer \_\_\_\_\_ EIN/SSN \_\_\_\_\_  
 Trade Name \_\_\_\_\_  
 Mailing Address \_\_\_\_\_ City/State/Zip \_\_\_\_\_  
 Shipping Address \_\_\_\_\_ City/State/Zip \_\_\_\_\_  
 Phone # \_\_\_\_\_ Fax # \_\_\_\_\_  
 A / P Contact Person \_\_\_\_\_ Phone # \_\_\_\_\_

### Business Facts

Check one:  Proprietorship  Partnership  Limited Partnership  Corporation  
 Other form of business (please state) \_\_\_\_\_  
 Formed/incorporated under state laws of \_\_\_\_\_  
 Date of formation, incorporation, or partnership \_\_\_\_\_  
 Is business a subsidiary or franchise? Yes, name of parent or franchisor \_\_\_\_\_ No   
 Parent or franchisor's address \_\_\_\_\_  
 Length of time of present ownership Years \_\_\_\_\_ Months \_\_\_\_\_  
 Previous Customer? Yes, under name of \_\_\_\_\_ Location \_\_\_\_\_ No   
 Person or company holding mortgage or security interest \_\_\_\_\_  
 Name of mortgage or secured party \_\_\_\_\_  
 Full address \_\_\_\_\_ Phone number (\_\_\_\_) \_\_\_\_\_  
 Description of collateral \_\_\_\_\_  
 If leasing, name of lessor \_\_\_\_\_  
 Full address \_\_\_\_\_ Phone number (\_\_\_\_) \_\_\_\_\_  
 Names of lease guarantor(s) \_\_\_\_\_

**The Customer has a total of \_\_\_\_\_ corporate officers, shareholders, partners, general partners or proprietors.**

For each such person, please provide the following information (attach additional sheets if needed):

Name and title \_\_\_\_\_ Name and title \_\_\_\_\_  
 Home address \_\_\_\_\_ Home address \_\_\_\_\_  
 City/State/Zip \_\_\_\_\_ City/State/Zip \_\_\_\_\_

## Banking

Name of account holder \_\_\_\_\_ Account number \_\_\_\_\_

Bank name \_\_\_\_\_

Full mailing address \_\_\_\_\_

Name of bank officer \_\_\_\_\_ Phone number \_\_\_\_\_

## Trade References

Name	Address	Phone Number	Fax Number*required*
1)			
2)			
3)			

**Financial Statements:** Please submit Customer's current financial statements as part of this credit application.

**State sales tax exemption:** The Customer will be charged the applicable sales tax on all purchase unless Customer submits a valid resale certificate or other proof of exemption, which will be treated as part of this credit application.

**Purchase Agreement: please read carefully before signing!**

1. All amounts due for goods and services purchased Supplier are payable at the address shown on Supplier's invoice(s) and statement(s) of account. All amounts due Supplier are payable in full according to the terms stated on each invoice without offset or deduction.
2. Supplier may cancel extension of credit and/or discontinue deliveries at any time.
3. Supplier may, regardless of the terms stated on the invoices, require all outstanding amounts to be paid in full on demand in the event that sales to the Customer are discontinued for any reason; and Customer shall make payment without offset or deduction.
4. As security for any and all amounts due Supplier, Customer hereby grants to Supplier a security interest in all equipment, supplies, merchandise, inventory, and other goods purchased from Supplier and in the proceeds and products thereof; and at Supplier's request, Customer shall, from time to time, execute and deliver Uniform Commercial Code financing statements to Supplier for filing as a public record. Supplier's security interest is junior to any conflicting security interest of Customer's commercial bank (if any such security interest now exists).
5. If any amount due Supplier is not paid when due, a finance charge of one and one half percent (1 ½%) per month of the balance (which finance charge equals eighteen percent (18%) per annum) or the maximum rate allowable by law (whichever rate is less) shall accrue from the due date until paid.
6. Except for express warranties that Supplier may put in its invoice(s), Supplier makes no warranty about its goods and service; and Customer buys them "as is." In no event shall Supplier be liable for lost profits or consequential damages.
7. To be accepted by Supplier, Customer's purchase order(s) must be confirmed by Supplier's written sales confirmation(s) or invoice(s).
8. All sales to Customer are final. Customer must obtain Supplier's written authorization before returning any goods. Authorized returns may be subject to a restocking charge.
9. In the event the Customer requests Supplier to stock and delivery proprietary goods (i.e., goods having a limited use or market, or not otherwise commonly stocked by Supplier) and the Customer ceases to purchase such goods from Supplier, Supplier will require the Customer to purchase the proprietary goods then in stock at Supplier's normal sales price.
10. All transactions arising under this Agreement shall be governed by the laws of the state where Supplier's branch supplying the Customer is located or the county where Customer's business is located.
11. In the event the account becomes delinquent, Customer shall pay all of Supplier's attorney's fees associated with collection of the account plus all attendant collection costs whether litigation is initiated or not.
12. The Customer authorizes Supplier to inquire into and obtain from any bank, lending institution, credit reference or credit reporting agency, whether listed on the Credit Application or not, any and all information relating to the Customer's creditworthiness or financial condition.
13. The Customer shall notify Supplier in writing at least thirty (30) days prior to any change of ownership of the Customer, or of the Customer's business, which notice shall include a complete credit application for the buyer. Customer shall be liable for all purchases by any buyer of the business should said notification not be given. Supplier may, regardless of the terms stated on the invoices, require all outstanding amounts be paid in full on demand, upon change in ownership and may refuse to make any further deliveries pending approval of the buyer's credit, which approval shall be in Supplier's sole discretion.

14. At Supplier's option, any claim or controversy arising out of this Agreement or the breach hereof shall be settled by arbitration according to the general arbitration statute of the state where the arbitration hearing is to convene; and at Supplier's option the arbitration hearing shall be convened within the county where Supplier's branch supplying the Customer is located or the county where Customer's business is located. The arbitration shall be conducted by a single arbitrator, who shall be an attorney at law. The arbitrator shall make his/her award according to this Agreement and applicable principles of law and equity. The arbitrator shall allow reasonable pre-hearing discovery. The Guarantor(s) of Customer's obligations may be joined as an additional party or parties. The arbitration award may be entered in any court with jurisdiction.
15. This agreement is the entire agreement between the parties concerning Customer's purchases from Supplier; and all prior and contemporaneous agreements are merged herein. All amendments hereto and waivers of any rights hereunder shall be in writing and signed by the parties. All of Customer's purchase from Supplier shall be subject to this Agreement and to the terms of Supplier's invoices, sales confirmations, statements and its other account documents, and subject to the terms of no other form or document. If there is any conflict between the terms of this Agreement, on the one hand, and the term of Supplier's invoices, sales confirmations, statements or its other account documents, then the terms of this Agreement shall control. Subject to any restriction on transfer, this Agreement shall bind and benefit the heirs, successors and assigns of the parties. If an arbitrator or court with jurisdiction determines that any term of this Agreement is unenforceable, the other terms shall remain in full force and effect. Time is of the essence in performing all of the terms of this Agreement. This Agreement shall be construed according to its fair meaning and not for or against any party.

Legal Name of Customer \_\_\_\_\_ Name of Representative \_\_\_\_\_

Officer, Owner or Partner's Signature \_\_\_\_\_ Title \_\_\_\_\_

Print Name of Signing Person \_\_\_\_\_ Date \_\_\_\_\_

**Personal Guaranty:** \_\_\_\_\_ **Date** \_\_\_\_\_

**Please read carefully before signing**

I/We, \_\_\_\_\_ residing at \_\_\_\_\_ for and in consideration of Supplier extending credit at my/our request to Customer of which I/we am/are (Title) \_\_\_\_\_ hereby personally and unconditionally guarantee payment and performance of all obligations of the Customer to Supplier (including, but not limited to, all interest, attorneys fees and charges) and do hereby agree to pay Supplier on demand any sums which may become due Supplier from the Customer, whether or not demand has been made on the Customer; and Supplier may proceed first to enforce its rights against me/us without proceeding with or exhausting any other remedy it may have. This guaranty shall be continuing and irrevocable for such indebtedness of the Customer to Supplier as presently exists or may hereafter accrue. **I/we do hereby waive all suretyship defenses** including, but not limited to, all notices and demands of any kind, including notice of default or nonpayment or deferred for payment, and I/we do hereby consent to any modification or renewal of the above purchase agreement or any release or modification or security thereunder. I/we authorize Supplier to inquire into and obtain from any bank, lending institution, credit reference or credit reporting agency any and all information relating to my/our creditworthiness or financial condition. Additionally, I/we agree to pay, in the event the account becomes delinquent, Supplier's attorneys fees associated with collection of the account plus all attendant collection costs whether litigation is initiated or not. I/we also agree that the venue of any action against me/us will at the option of Supplier be either in the courts of the state and county where Supplier branch that supplies the Customer is located or where the Customer's business is located. I/we also agree to be joined as additional parties to any arbitration convened under any arbitration agreement between Customer and Supplier. This guaranty is the entire agreement between the parties concerning the subject matter hereof; and all prior and contemporaneous agreements are merged herein. All amendments hereto and the waiver of any rights granted hereunder shall be in writing, signed by the parties. This guaranty shall be governed by the laws of the state where Supplier's branch supplying the Customer is located. Time is of the essence in performing all the terms of this guaranty. If an arbitrator or court with jurisdiction determines that any term of this Agreement is unenforceable, the other terms shall remain in full force and effect. This guaranty shall bind and benefit the heirs, successors and assigns of the parties. If there is more than one guarantor, their liability shall be joint and several. This guaranty shall be construed according to its fair meaning and not for or against any party.

Signature of Guarantor \_\_\_\_\_ Please print/type name \_\_\_\_\_

Guarantor's Social Security Number \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

Signature of Guarantor \_\_\_\_\_ Please print/type name \_\_\_\_\_

Guarantor's Social Security Number \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

Signature of Witness \_\_\_\_\_ Please print/type name \_\_\_\_\_

**CREDIT DEPARTMENT ONLY**

Account number \_\_\_\_\_ Approved terms \_\_\_\_\_  
Credit status \_\_\_\_\_ Credit limit \_\_\_\_\_ Order size \_\_\_\_\_  
Approved by \_\_\_\_\_ Date \_\_\_\_\_