



P.O. Box 2489 Woburn, MA 01888
 Main Tel. (781) 938-0909 - Credit Dept. (781) 938-3556 - FAX (781) 935-3376
 www.kamcoboston.com

Credit Application

(This application may be mailed or faxed to Kamco Supply Corp).

Business Information			
Company name		Application date	
Address		City/State/Zip	
Telephone ()	Fax ()	E-mail address	Cell Phone ()
Type of business	Year established	Number of locations	Amount of credit line desired
Purchase orders required? Yes ___ No ___	Number of employees	Business organization Partnership ___ Sole proprietorship ___ Corporation ___	
Products you will purchase from Kamco		How would you like to receive your invoices and statements? Email _____ Fax _____	
Resale permit number (attach exemption certificate)			
Former business name (if current business is less than two years old or purchased from Kamco under a different name)			

Personal Information			
Name of applicant		Title	Driver's license number
Home address		Home telephone ()	Social Security number
Have you ever filed personal or corporate bankruptcy? Yes ___ No ___		Name of former company	
Do you own your home? Yes ___ No ___		Value	Mortgage amount
Name of applicant		Title	Driver's license number
Home address		Home telephone	Social Security number
Have you ever filed personal or corporate bankruptcy? Yes ___ No ___		Name of former company	
Do you own your home? Yes ___ No ___		Value	Mortgage amount

Bank Information		
Bank name		Account number
Address		Telephone number ()
City/State/Zip		Contact name
Bank name (Checking account)		Account number
Address		Telephone number ()
City/State/Zip		Contact name

Commercial Credit References		
Name	Account number	Telephone number ()
Address	City/State/Zip	Contact name
Name	Account number	Telephone number ()
Address	City/State/Zip	Contact name
Name	Account number	Telephone number ()
Address	City/State/Zip	Contact name

ACKNOWLEDGEMENT OF RECEIPT OF CONDITIONS OF SALE AND TERMS OF PAYMENT

Date _____

BUYER

Name of corporation, partnership or proprietorship _____

Address _____

City/State/Zip _____

Telephone _____

BUYER, in consideration of obtaining purchases on credit from KAMCO SUPPLY CORP. OF BOSTON, do hereby agree to the following terms and conditions:

1. Payments for goods, wares and merchandise shall be due and payable 30 days from the date on the invoice.
2. A service charge of one and one half percent per month on the unpaid balance will be made on the outstanding balance of all accounts 30 days past due. Should this rate exceed the maximum rate that is lawful under the circumstances, that maximum rate shall apply.
3. In the event that this debt is turned over to an attorney for collection, the corporation or partnership and the individual guarantors agree to pay an attorney's fee equal to one third of the balance of principal and interest owing, plus all other costs and expenses of collections.
4. No modification of this agreement will be binding upon parties unless in writing and signed by them.
5. You are obligated to check materials delivered against our delivery receipt. If the delivery receipt fails to properly list the items and quantities you requested, you **MUST** call us within **48** hours to advise of the following:
 - a) quantity discrepancy
 - b) improper goods delivered
 - c) items listed but not delivered
 - d) damaged or defective merchandise
 You must **ALSO** notify us in writing within five (5) days of any of the above problems.
6. Our responsibility for this merchandise is limited to the warranties of the manufacturers who produced it. **WE OFFER NO ADDITIONAL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ANY RELEVANT TO ITS SUITABILITY FOR ANY PARTICULAR PURPOSE OR USE.** Copies of these warranties are available upon request.
7. Merchandise made to a customer's specifications, or of special manufacture, or reordered especially for the customer, is sold subject to the condition that such order is non-cancelable.
8. The annexed credit application and personal guarantee are made by the executed for the purpose of obtaining credit, the undersigned hereby represents that to the best of their knowledge and belief, the statement contained herein are in all respects true, correct and complete.
9. A charge of fifteen percent will be made for all materials returned. All returns must be in merchantable condition, in the same packaging and/or wrapper condition as when delivery thereof was made by us to you, or for your account.
10. Customer agrees to have agent and facilities available to accept all deliveries of merchandise pursuant to orders placed with vendor, for shipment to customer's office, warehouse, job sites, or any other designated location. Customer shall take full responsibility for freight, demurrage, hold-over, and similar charges arising out of, connected with, or relating to customer's failure to fulfill its obligations under the terms of this clause — regardless of the origin of the shipment or the cosigner.
11. Customer shall hold vendor harmless in all actions, proceedings, and litigations arising out of charges brought against manufacturer(s) whose products are sold by vendor.
12. The customer agrees to waive trial by jury in any action, proceeding, or counterclaim brought by either party hereto, of any matter arising out of, or in any way connected with, or pertaining to this sale or the installation, use, or other disposition of the merchandise sold herein, or any claim for injury or damages arising therefrom.
13. Buyer irrevocably authorizes Kamco Supply Corp. of Boston to provide any necessary endorsement of Buyer, its agents, successors and assigns in connection with any joint payment agreement.
14. In the event Buyer becomes insolvent, is the subject of any insolvency proceeding, has any property placed in the control of any custodian, or if Kamco Supply Corp. of Boston believes that the prospect of payment by the Buyer is impaired for any reason, then the Buyer authorizes Kamco Supply Corp. of Boston to obtain payment directly from any entity which owes Buyer any monies for any reason, for all amounts due Kamco Supply Corp. of Boston from Buyer.
15. Buyer waives all rights of homestead exemption in its real estate and relinquishes all rights of curtesy and dower in its real estate.
16. The rights and obligations, hereunder shall be governed by the laws of the Commonwealth of Massachusetts and the undersigned hereby submits to the jurisdiction of the federal and state courts in Massachusetts.
17. Buyer authorizes seller to obtain any consumer reports or credit reports necessary to process this credit application. Upon request, seller will inform buyer if a report has been obtained and will give buyer the name and address of the agency furnishing the report.
18. The rights of the vendor are not limited to the above.

By _____

Signature _____

Print name _____

Title _____

PERSONAL GUARANTY OF ACCOUNT

For valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and to induce Kamco Supply Corporation hereafter referred to as the "Seller", its successors or assigns at any time or from time to time to make advances or loans or otherwise to give credit to the applicant hereafter referred to as the "Buyer". The undersigned individually and if plural, jointly and severally, hereby personally and unconditionally guarantee(s) due and punctual payment to Seller its successors and assigns of all liabilities and obligations of Buyer to Seller whether direct or indirect, absolute or contingent, due or to become due, now existing or hereafter arising.

This is a continuing guaranty and shall cover and apply to all transactions entered into by the Buyer, its successors or assigns. The undersigned may at any time terminate this guaranty by giving ten (10) days notice in writing to the Seller by Registered Mail sent to the Seller's office whereupon liability of the undersigned shall terminate as to deliveries made subsequent to the expiration of the said 10-day period. It shall nevertheless continue in full force as to all deliveries made at any time prior the expiration of said 10-day period. Termination by one of the undersigned shall not affect the continuing obligations hereunder of such of the undersigned as do not give such notice of termination.

The undersigned expressly agrees that this guaranty shall be in no way affected by any extensions of time in making payment and/or the acceptance by the Seller of bills, checks and other instruments for payment of money and/or extensions or renewals thereof. Each of the undersigned hereby waives any and all suretyship defenses and defenses in the nature thereof and agrees that the Seller may deal with the Buyer in such a manner as the Seller may determine and without in any way affecting the liability hereunder of any of the undersigned.

This guaranty shall continue notwithstanding any change in the organization, corporate setup or partnership. This guaranty shall also be binding upon the heirs, personal representatives, estates, successors and assigns of each of the undersigned.

Upon any default by Buyer, Seller may, at its option, proceed directly and at once, without notice or demand, against the undersigned to collect and recover the full amount guaranteed hereunder without proceeding against or giving notice to or making demand upon the Buyer or any other person.

The undersigned individually hereby agrees to pay all sums of money hereafter to become due to Seller by the above-named Buyer, including all costs, expenses and attorney's fees incurred by Seller in enforcing its rights against the buyer and against the undersigned under this guaranty. The undersigned also agrees to pay the late fee imposed of 1-1/2% Per Month (18% Per Year) or the maximum allowed by state law on any past due accounts.

No provisions of this guaranty may be modified, amended, waived or changed except by a written instrument executed, sealed and acknowledged by the party to be charged with such modification, amendment, waiver or change.

Any determination that any provision herein is invalid or unenforceable shall not effect the validity or enforceability of such provision in any other instance and shall not effect the validity or enforceability of any other provision contained herein.

All rights and obligations, hereunder shall be governed by the laws of the Commonwealth of Massachusetts and the undersigned hereby submits to the jurisdiction of the federal and state courts in Massachusetts.

The undersigned has executed this guaranty or caused it to be executed by a duly authorized representative as a sealed instrument this _____ day of _____, 20 _____.

Witness: _____

Guarantor (Print name) _____

Signature _____

Address _____

City and State _____

Social Security No. _____ Date of Birth _____

Witness: _____

Guarantor (Print name) _____

Signature _____

Address _____

City and State _____

Social Security No. _____ Date of Birth _____