



# BROX INDUSTRIES, INC.

## AGREEMENT AND APPLICATION FOR CREDIT

1471 Methuen Street, Dracut, MA 01826

Tel: (978) 454-9105 Fax: (978) 805-9720

For Brox Use Only:

Date Received: \_\_\_\_\_, 20\_\_

Approved By: \_\_\_\_\_

Date Approved: \_\_\_\_\_, 20\_\_

APPLICATION IS TO BE COMPLETED & SIGNED BY A QUALIFIED/AUTHORIZED REPRESENTATIVE OF YOUR COMPANY.

FULL NAME OF COMPANY \_\_\_\_\_ ("Applicant") DATE \_\_\_\_\_, 20\_\_

PHONE (\_\_\_\_) \_\_\_\_\_ FAX \_\_\_\_\_ EMAIL \_\_\_\_\_

ADDRESS \_\_\_\_\_

BILL TO NAME \_\_\_\_\_ EMAIL \_\_\_\_\_

Invoices and Statements will be e-mailed unless otherwise specified herein.

BUSINESS TYPE ( ) INDIVIDUAL ( ) PARTNERSHIP ( ) CORPORATION ( ) LLC STATE \_\_\_\_\_

NUMBER OF YEARS IN BUSINESS \_\_\_\_\_

TAXPAYER ID# \_\_\_\_\_ A/P SUPERVISOR \_\_\_\_\_ EMAIL \_\_\_\_\_

OWNER, PARTNER, MANAGER/MEMBER OR OFFICER/GUARANTOR \_\_\_\_\_

SS# (required) \_\_\_\_\_

HOME ADDRESS \_\_\_\_\_

PHONE (\_\_\_\_) \_\_\_\_\_ EMAIL \_\_\_\_\_

OWNER, PARTNER, MANAGER/MEMBER OR OFFICER/GUARANTOR \_\_\_\_\_

SS# (required) \_\_\_\_\_

HOME ADDRESS \_\_\_\_\_

PHONE (\_\_\_\_) \_\_\_\_\_ EMAIL \_\_\_\_\_

**\*\*All Owners, Partners, Managers/Members and Officers of Applicant must be listed. Please attach additional sheet if necessary.\*\***

CREDIT LINE APPLIED FOR \$ \_\_\_\_\_ (PLEASE ATTACH FINANCIAL STATEMENT)

SALES TAX STATUS: ( ) TAXABLE ( ) EXEMPT (IF EXEMPT, ATTACH COPY OF CERTIFICATE)

TRADE REFERENCES (PREFERABLY MATERIAL, PAVING, OR CONSTRUCTION RELATED IF AVAILABLE):

NAME \_\_\_\_\_ CREDIT LINE \$ \_\_\_\_\_

ADDRESS \_\_\_\_\_

PHONE (\_\_\_\_) \_\_\_\_\_ FAX \_\_\_\_\_ EMAIL \_\_\_\_\_

NAME \_\_\_\_\_ CREDIT LINE \$ \_\_\_\_\_

ADDRESS \_\_\_\_\_

PHONE (\_\_\_\_) \_\_\_\_\_ FAX \_\_\_\_\_ EMAIL \_\_\_\_\_

NAME \_\_\_\_\_ CREDIT LINE \$ \_\_\_\_\_

ADDRESS \_\_\_\_\_

PHONE (\_\_\_\_) \_\_\_\_\_ FAX \_\_\_\_\_ EMAIL \_\_\_\_\_

BANK REFERENCE (YOUR PRIMARY BANK)

NAME \_\_\_\_\_ PHONE: (\_\_\_\_) \_\_\_\_\_ FAX: (\_\_\_\_) \_\_\_\_\_

ADDRESS \_\_\_\_\_ CHECKING ACCT# \_\_\_\_\_

OPEN LOAN ACCOUNT YES / NO. If Yes then High Limit \$ \_\_\_\_\_

Applicant authorizes Brox Industries, Inc. to review, verify, investigate and obtain information from any source including the above references and to exchange information pertaining to credit. The above information is warranted to be true, accurate and complete. Brox Industries, Inc. has no obligation to grant credit to the Applicant.

## **BROX INDUSTRIES, INC. • CREDIT TERMS AND CONDITIONS**

Applicant, for and in consideration of any extension of credit heretofore or hereafter granted by Brox Industries, Inc. ("Company"), warrants the above information to be true, complete, and accurate and hereby agrees to the following terms and conditions:

1. Applicant authorizes the Company to make inquiry and to gather additional credit information from any source including consumer credit reporting repositories regarding Applicant's credit and financial responsibility for the purpose of obtaining credit and for periodic review for the purpose of maintaining the credit relationship and/or enforcement hereof and hereby authorizes such source(s) to answer such inquiry with true, accurate and complete information about Applicant.
2. All payments due Company by Applicant shall be paid within thirty (30) days from date of invoice.
3. Any amount unpaid after thirty (30) days is delinquent and Applicant agrees to pay a finance charge of the lesser of 1.5% per month (18% A.P.R) or the highest rate permitted by applicable law on any amounts unpaid after thirty (30) days.
4. Applicant authorizes Company to deduct any indebtedness, now or hereafter, owed by Company to Applicant, from sums at any time owing by Applicant to Company.
5. Any extension of credit is and shall be at the sole discretion of the Company. Company is not obligated to extend credit to Applicant and the extension of credit by Company on one or more occasions shall not obligate the Company to extend any additional credit. At its discretion, Company reserves the right, and may from time to time, extend additional credit, reduce, suspend, reject or cancel credit; all with or without notice for any reason or for no reason.
6. Applicant understands and intends that every request for the provision of materials, goods and/or services on credit constitutes a representation that Applicant intends to pay for such materials, goods and/or services within the thirty-day terms and that the Applicant has the financial capacity to do so and that all such provision of such materials, goods and/or services are for business purposes and not consumer or household purposes. Applicant agrees to notify the Company in writing of any change in ownership of Applicant and of the occurrence of any event which has, had or may have a material and adverse effect on the Applicant, its business or prospects.
7. Applicant agrees to pay all costs of enforcement or collection incurred by the Company, including reasonable attorneys' fees and costs, whether or not suit is brought.
8. Applicant agrees to immediately notify Company in writing of any change in ownership of the Applicant and of the occurrence of any event which has, had or may have a material or adverse effect on the Applicant, its business, or prospects.
9. The Applicant agrees to promptly respond from time to time to inquiries regarding its financial condition or that of any principal or guarantor.
10. Oral statements of salespeople and other employees of Company shall not be binding.

In consideration for credit advanced to the Applicant in accordance with this Credit Application and Agreement, the undersigned hereby represents that s/he is a duly authorized agent of the Applicant and does agree to all terms and conditions of the extension of credit to the Applicant by the Company pursuant to this Credit Application and Agreement.

Date: \_\_\_\_\_, 20\_\_\_\_

Signature: X \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Title: \_\_\_\_\_

### **GUARANTY AND CONSENT TO OBTAIN CONSUMER CREDIT REPORT**

In consideration of any extension of credit to the Applicant by Company, I/we hereby, jointly, and severally, unconditionally PERSONALLY GUARANTEE prompt payment when due of any and all debts, liabilities, and obligations of Applicant to Company and full performance of all obligations of Applicant to Company under this Credit Application and Agreement. Guarantor hereby waives all suretyship defenses and agrees to pay all costs and expenses, including reasonable attorneys' fees and costs, incurred by Company in enforcing this Guaranty.

The undersigned individual hereby consents to the use of the consumer credit report of the undersigned by the Company in the credit evaluation process and for periodic review for the purpose of maintaining the credit relationship or enforcement of this Credit Application and Agreement. The undersigned represent and warrant that the debts incurred under this Credit Application and Agreement are for business purposes and not consumer or household purposes.

Any of the undersigned may terminate this Guaranty as to Applicant's debts, liabilities and obligations to Company which are incurred thirty (30) or more days after Company receives written notice of such termination sent by certified mail, return receipt requested; provided, however, that such termination shall not effect (a) such terminating Guarantor's responsibility for debts, liabilities and obligations of Applicant incurred prior to the expiration of said thirty (30) day period or (b) the responsibility of any other Guarantor.

Guarantor(s)

Signature: X \_\_\_\_\_

Print Name: \_\_\_\_\_ Date \_\_\_\_\_, 20\_\_\_\_

Signature: X \_\_\_\_\_

Print Name: \_\_\_\_\_ Date \_\_\_\_\_, 20\_\_\_\_