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ACCOUNTS RECEIVABLE
Phone: 888-427-7022
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Hill & Markes Salesperson

CREDIT APPLICATION

Trade Name (D/B/A) _____ Telephone No. _____ Fax No. _____

Legal name of individual, corporation, partnership, or proprietorship _____

Delivery Address: Street _____ City _____ State _____ Zip _____ Receiving Hours _____

Billing Address: Street _____ City _____ State _____ Zip _____

COMPLETE APPLICABLE SECTION ONLY

Proprietor or Partner Name: _____ SS#: _____ DL#: _____

Home Address & Phone: _____

Proprietor or Partner Name: _____ SS#: _____ DL#: _____

Home Address & Phone: _____

OR

Corporation or LLC Name: _____ State of Formation: _____ FEIN/SS#: _____

Home Address & Phone: _____

Sales Tax Information (Must be completed for all Applicants)

Sales & Use Tax No: _____ Tax Exemption No: _____

E-mail Address: _____ Applicant Owns/Rents: _____

Terms requested: _____ Amount of credit requested: _____

Applicant's type of business: _____

Other business name(s) used to obtain credit: _____

APPLICANT'S BUSINESS CREDIT REFERENCES

- | | | | | | | |
|----|------|------|---------|----------------|-------|-----|
| 1) | Bank | A/C# | Address | City/State/Zip | Phone | Fax |
| 2) | Name | A/C# | Address | City/State/Zip | Phone | Fax |
| 3) | Name | A/C# | Address | City/State/Zip | Phone | Fax |
| 4) | Name | A/C# | Address | City/State/Zip | Phone | Fax |

I/We, the undersigned (applicant), request the sale and delivery of products on credit and certify that the statements made on this application are true and correct and we hereby authorize the company to obtain credit information from any source.

I/We agree that (1) all invoices will be paid according to your stated terms. (2) In the event that there is a delinquency in payment, I/We will pay a late payment finance charge that is computed by a "periodic" rate of 1½% per month imposed on the past due balance. (3) I/We will pay all collection costs and attorney's fees up to one-third of the amount due. (4) I/We agree to be bound by the terms contained in this entire application.

I/We agree that suit for the balance due may be brought in Montgomery County, State of New York, and we agree to accept service of the complaint by certified mail, return receipt requested, addressed to customer at business or home address written above.

IF THE UNDERSIGNED IS EXECUTING THIS APPLICATION IN HIS/HER CAPACITY AS AN OFFICER OF APPLICANT FOR THE LIMITED PURPOSE OF AUTHORIZING SELLERS TO OBTAIN FROM TIME TO TIME A NON-BUSINESS CONSUMER CREDIT REPORT ON THE OFFICER UNDERSIGNED IN ORDER TO FURTHER EVALUATE THE CREDIT WORTHINESS OF SUCH INDIVIDUAL AS PRINCIPAL, PROPRIETOR, AND/OR GUARANTOR IN CONNECTION WITH THE EXTENSION OF BUSINESS CREDIT, THE UNDERSIGNED, AS AN OFFICER, HEREBY KNOWINGLY CONSENTS TO THE USE OF SUCH CREDIT REPORT CONSISTENT WITH THE FEDERAL FAIR CREDIT REPORTING ACT AS CONTAINED IN 15 U.S.C. @ 1681, et. seq APPLICANT UNDERSTANDS THAT THE TERMS AND CONDITIONS CONTAINED HEREIN ARE MATERIAL HERETO AND SPECIFICALLY MADE A PART HEREOF.

Applicant's Signature _____ Print Name _____ Title _____ Date _____

Continued on reverse

PERSONAL GUARANTEE

In consideration for the extension of credit to the applicant, I/We, the undersigned, for the good and valuable consideration, do hereby, personally, individually, jointly, and severally, guarantee payment to Hill & Markes, Inc., their successors, or their assigns of whatsoever sums of money including service charges, collection costs, and attorney's fees, that shall become due and payable by the said applicant. This guaranty shall be effective without first requiring the creditor to proceed against any other party, and I/We hereby waive notice of acceptance, default, and nonpayment and consent to waiver, extension, or modification of credit terms; surrender of collateral, renewal, release of parties to the obligation and any other act or omission thereof for recovery of the sum due. This shall be an open and continuing guaranty and shall continue in full force and effect notwithstanding any change in the amount of indebtedness from time to time or renewals or extensions without obtaining any consent thereto. The obligation of the undersigned shall not be affected by any change which may arise by reason of the death of the undersigned and the obligation is binding upon his heirs, executors, successors, or assigns. A grant of credit to the applicant shall constitute acceptance of this guaranty.

Name of Business: _____

Print Name: _____

Address: _____
Street
City
State
Zip

SS#: _____ or Tax ID: _____

Signature of Officer or Principal (*Individually and on behalf of the applicant*) **Title**

Use of corporate title shall in no way limit the personal liability of the Signature

Additional Terms and Conditions

1. Applicant agrees and understands that sellers, at their sole discretion may change the terms and conditions of this application.
2. Applicant hereby agrees to immediately notify seller of sale of a significant portion of the assets or business of applicant, or the sale of a substantial interest in the capital stock or other ownership of the interest of the applicant.
3. Applicant agrees to neither order nor accept goods from sellers when applicant is insolvent within the terms of Section 1-201(23) of the UCC.
4. The Federal Equal Credit Opportunity Act prohibits creditors from discrimination against credit applicants on the basis of race, color, religion, national origin, sex, marital status, or age (provided that the applicant has the capacity to enter into a binding contract); because all or part of the applicants income derives from any public assistance programs; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The Federal Agency that administers compliance with this law concerning the creditor is the Federal Trade Commission, Washington D.C.