

BIRDSALL

1819 W. Elizabeth Avenue
Linden, NJ 07036-6328
Tel (908) 862-4455
Fax (908) 862-3106

40 Park Avenue
Summit, NJ 07901-3927
Tel (908) 277-2137
Fax (908) 277-1014

Birdsall Bath (Showroom)
993 Rt 22 West
N Plainfield, NJ 07060
Tel (908) 753-8181
Fax (908) 753-8897

Credit Application & Purchase Agreement

W.A. Birdsall & Co., WA Birdsall, Birdsall Bath, Birdsall Supply and Birdsall are collectively referenced as "BIRDSALL". Thank you for considering Birdsall as your supplier. To consider a credit account with BIRDSALL, this Credit Application & Purchase Agreement must be completed in full, signed by the appropriate individuals, returned to and accepted by BIRDSALL. **PLEASE PRINT CLEARLY.**

Sales Person _____ Date _____

Applicant: Legal Name of Business _____

DBA _____

Type of Entity [] Corp. [] LLC [] Sole Proprietorship [] Partnership [] Other: Explain _____
Date of Formation _____ State _____

Billing Address _____ City _____ State _____ Zip _____

Mailing Address _____ City _____ State _____ Zip _____

Business Phone (____) _____ - Business Fax (____) _____ - Email _____

A/P Contact _____ A/P Email _____

LIST ALL OWNERS, OFFICERS, PRINCIPALS AND MEMBERS:

(Physical Address Required; No PO Box – Use Additional Pages, if necessary)

Name _____ Title _____

Home Address _____ City _____ State _____ Zip _____

Home Phone (____) _____ Cell Phone (____) _____ SS# _____

EMAIL _____ D.L. # _____ State _____

Name _____ Title _____

Home Address _____ City _____ State _____ Zip _____

Home Phone (____) _____ Cell Phone (____) _____ SS# _____

EMAIL _____ D.L. # _____ State _____

Name _____ Title _____

Home Address _____ City _____ State _____ Zip _____

Home Phone (____) _____ Cell Phone (____) _____ SS# _____

EMAIL _____ D.L. # _____ State _____

Is any owner/principal/member affiliated with other businesses? [] NO [] YES and if so, list _____

List the name(s) of any parent, subsidiary or affiliated companies of Applicant. _____

Has the Applicant or any owner/principal/member done business with or received credit from BIRDSALL in the past?
[] NO [] YES and if so, list _____

Has Applicant or any owner in the past 5 years been subject to any bankruptcy or insolvency proceeding? [] NO
[] YES and if so: When _____ Where _____ Court, Case/Docket # _____

Are there any judgments or legal proceedings pending or threatened respecting Applicant or any Guarantor? [] NO
[] YES and if so, provide details: _____

BIRDSALL

1819 W. Elizabeth Avenue
Linden, NJ 07036-6328
Tel (908) 862-4455
Fax (908) 862-3106

40 Park Avenue
Summit, NJ 07901-3927
Tel (908) 277-2137
Fax (908) 277-1014

Birdsall Bath (Showroom)
993 Rt 22 West
N Plainfield, NJ 07060
Tel (908) 753-8181
Fax (908) 753-8897

Bank References:

(1) **Bank Account #1:** **Checking Account** **Money Market Account** **Savings**
Bank Name _____ Account # _____
Bank Phone (____) _____ City _____ State _____ Zip _____
Name as it appears on the Account _____

(2) **Bank Account #2:** **Checking Account** **Money Market Account** **Savings**
Bank Name _____ Account # _____
Bank Phone (____) _____ City _____ State _____ Zip _____
Name as it appears on the Account _____

SIGNATURE authorizing release of banking information (X) _____

Trade References: (Only List Building Material Suppliers Where Credit Has Been Extended - No contractors or Subs.)

(1) **Name & Address** _____
Phone (____) _____ Fax (____) _____ Account # _____

(2) **Name & Address** _____
Phone (____) _____ Fax (____) _____ Account # _____

(3) **Name & Address** _____
Phone (____) _____ Fax (____) _____ Account # _____

(4) **Name & Address** _____
Phone (____) _____ Fax (____) _____ Account # _____

CREDIT APPLICATION AGREEMENT & AUTHORIZATION FOR CREDIT CHECK & CREDIT CARD

1. The Applicant authorizes BIRDSALL and/or its credit investigation agency to contact and receive credit reports and information regarding Applicant's and each owner's/principal's/ member's business background, reputation, personal character and creditworthiness, now to evaluate this Application and if credit is granted, then also in the future to monitor and administer the credit account.
2. Applicant represents and warrants to BIRDSALL that all statements made in this Application are true and complete. Applicant hereby agrees to indemnify and hold harmless BIRDSALL, its agents and employees from any liability, damage, claims, court costs and/or attorney's fees resulting from any credit investigation.
3. **CREDIT CARD AUTHORIZATION:** The undersigned hereby authorizes BIRDSALL to charge purchases of Applicant to the following credit card account:

Credit Card Company _____ Name on Account _____
Expiration Date _____ Account Number _____ Security Code _____

Applicant sign Here X _____ Date _____
Print Name & Title _____

BIRDSALL

1819 W. Elizabeth Avenue
Linden, NJ 07036-6328
Tel (908) 862-4455
Fax (908) 862-3106

40 Park Avenue
Summit, NJ 07901-3927
Tel (908) 277-2137
Fax (908) 277-1014

Birdsall Bath (Showroom)
993 Rt 22 West
N Plainfield, NJ 07060
Tel (908) 753-8181
Fax (908) 753-8897

IF THIS CREDIT APPLICATION IS APPROVED, THE UNDERSIGNED AGREES AS FOLLOWS:

- 1. Payment.** All payments are to be made within NET 30 days of the invoice date. Payments in default will be assessed a service charge of 1.5% per month, compounded monthly. There will be a delinquency charge for each dishonored check of \$75. All payments are applied to unpaid delinquency and service charges, costs of collection (including attorney's fees) and the invoice amount(s) in the order solely determined by BIRDSALL despite any notation on or accompanying any payment.
- 2. Off-Road Damage.** Applicant accepts all responsibility for damage to vehicles or property when delivery is requested "off" public roads.
- 3. Collection.** In the event that this account is placed for collection, Applicant agrees to pay reasonable attorney and collection fees, the minimum to be no less than 30% of the uncollected balance and any court costs or fees that are incurred in connection with the collection of this account.
- 4. Deliveries.** The Construction Lien Law requires an authorized representative to be on site to accept and receive deliveries from BIRDSALL. We understand that this is not always practical or feasible. Applicant waives the requirement of having an authorized person present when deliveries are made and will not contest such deliveries. Applicant understands that any discrepancies in a delivery must be communicated in writing to BIRDSALL within twenty-four (24) hours following the receipt of delivery. If no such communication is made and BIRDSALL does not acknowledge in writing a discrepancy regarding such delivery, then the delivery will be irrevocably deemed to be accepted and Applicant will be obligated to pay for the same.
- 5. Litigation.** This Credit Application and Personal Guaranty and the sales transactions between the parties shall be governed by NJ law. No suit or action shall be commenced by Applicant and/or any Personal Guarantor relating to this Credit Application and Purchase Agreement or the Personal Guaranty or any product sold by BIRDSALL other than in the Superior Court of the State of NJ, in a County where BIRDSALL is located; and no such suit or action shall be commenced by Applicant or Personal Guarantor later than one year from the date of the delivery of the subject product. Applicant and each Guarantor irrevocably submits to the personal jurisdiction of that court and the service of process by certified mail, return receipt requested, and regular mail to the addresses indicated in this document or the last location identified in writing by Applicant and the Personal Guarantor to BIRDSALL, effective two days after such mailing.
- 6. LIMITED 90-DAY WARRANTY & DISCLAIMER.** All products sold by BIRDSALL are warranted for a period of 90 days from date of delivery to be free of defects that make the product not fit or serviceable for the normal use for which intended. BIRDSALL's only obligation and Applicant's only remedy for breach of this Limited Warranty, at the sole option of BIRDSALL, is to repair, replace, refund or credit the purchase price of the product or part found to be defective. **BIRDSALL HAS NO OBLIGATION OR LIABILITY FOR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF THE PRODUCT OR FOR LABOR AND/OR OTHER MATERIAL COSTS USED TO REPAIR OR REPLACE ANY DEFECTIVE PRODUCT OR PART THEREOF WARRANTED HEREUNDER OR FOR ANY OTHER INDIRECT DAMAGES INCLUDING BUT NOT LIMITED TO LOSS OF REVENUES OR PROFIT. THERE ARE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE OR OTHERWISE RESPECTING ANY PRODUCT SOLD OR DELIVERED BY BIRDSALL.** At the conclusion of this 90-day Warranty, BIRDSALL shall be under no further obligation or liability. This Limited Warranty is void and BIRDSALL shall be under no obligation in cases of unusual or unanticipated job site condition(s), negligence, abuse, abnormal usage, misuse, accident, improper maintenance, alteration, repair not authorized by Seller, faulty installation, or any act beyond the control of BIRDSALL after delivery of the product. Any claim for defects discoverable prior to installation are forever waived as soon as the product is actually installed and is not covered by BIRDSALL's Limited Warranty.

APPLICANT AGREES TO THE PROVISIONS OF THIS DOCUMENT AND I AM AUTHORIZED BY APPLICANT TO MAKE THIS APPLICATION.

APPLICANT:

By _____ Date _____
Print Name and Title _____

BIRDSALL

1819 W. Elizabeth Avenue
Linden, NJ 07036-6328
Tel (908) 862-4455
Fax (908) 862-3106

40 Park Avenue
Summit, NJ 07901-3927
Tel (908) 277-2137
Fax (908) 277-1014

Birdsall Bath (Showroom)
993 Rt 22 West
N Plainfield, NJ 07060
Tel (908) 753-8181
Fax (908) 753-8897

PERSONAL GUARANTY

IN CONSIDERATION OF the granting of credit, now or later, and for value received from BIRDSALL, which is irrevocably acknowledged as well as the fact that without this Personal Guaranty BIRDSALL would not provide credit to Applicant, the undersigned each **PERSONALLY GUARANTEES** payment of all purchases by Applicant or any owner, director, manager, officer or employee of Applicant on the terms and conditions in this document and otherwise, including but not limited to, amounts of invoices, finance charges, service charges, interest, costs of collection and attorney's fees, as stated in this document. This **PERSONAL GUARANTY** is a continuing and irrevocable guarantee of payment for the entire indebtedness of Applicant and any owner, director, manager, officer or employee of Applicant without limit. This **PERSONAL GUARANTY** is direct and not conditional or contingent on the pursuit of any remedy against Applicant or anyone else. Each of the undersigned hereby waives notice of acceptance, default in payment, renewal or extension of any indebtedness, demand, protest, notice of protest, notice of dishonor, or any other notice otherwise required under law. Each of the undersigned hereby consents to any modification or renewal of the credit terms and conditions hereby guaranteed. The liability of the undersigned is joint and several and binds the successors and assigns, heirs and personal representatives of each of the undersigned. **NO DESIGNATION OF YOUR POSITION WITH APPLICANT OR OTHERWISE SHALL RELIEVE YOU OF PERSONAL LIABILITY UNDER THIS PERSONAL GUARANTY AND THIS PERSONAL GUARANTY IS NOT LIMITED TO ANY PARTICULAR PROJECT, INVOICE, CREDIT LIMIT OR AMOUNT.**

EACH OF THE UNDERSIGNED HEREBY CONSENTS TO USE BY BIRDSALL OF A NON-BUSINESS CONSUMER CREDIT REPORT ON THE UNDERSIGNED TO EVALUATE CREDITWORTHINESS OF THE UNDERSIGNED AS A GUARANTOR.

Type/Print Name	SS#	Signature	Date
-----------------	-----	-----------	------

Type/Print Name	SS#	Signature	Date
-----------------	-----	-----------	------

SPOUSES OF PRINCIPALS/OWNERS MUST PROVIDE PERSONAL GUARANTY

Type/Print Name	SS#	Signature	Date
-----------------	-----	-----------	------

Type/Print Name	SS#	Signature	Date
-----------------	-----	-----------	------