

KAMCO

BUILDING SUPPLY CORP.

5860 Farrington Ave
Alexandria, VA 22304-4822
703-823-8700 Fax 703-823-9841

1140 Azalea Garden Rd.
Norfolk, VA 23502-5612
757-262-0980

2320 Deepwater Terminal Road
Richmond, VA 23234
804-709-3050 Fax 804-233-9504

2100 West Virginia Ave NE
Washington, DC 20002-1834
202-836-1701 Fax 202-832-9611

CREDIT APPLICATION

OFFICE USE ONLY
Salesperson:
Status:

CUSTOMER INFORMATION

LEGAL BUSINESS NAME :			ENTITY TYPE:(CIRCLE ONE) CORPORATION PARTNERSHIP PROPRIETORSHIP		APPLICATION DATE	
BILLING ADDRESS			SHIPPING ADDRESS			
CITY		STATE	ZIP	CITY		STATE ZIP
BUSINESS PHONE #		YEAR BUSINESS WAS ESTABLISHED		PURCHASE ORDER REQUIRED Y/N:		CREDIT LINE REQUESTED ESTIMATED ANNUAL SALES
AP/ BILLING EMAIL:		NUMBER OF EMPLOYEES		TAXABLE EXEMPT? Y/N		FEDERAL ID# & STATE OF BUSINESS REGISTRATION:
WE ARE ENGAGED IN THE BUSINESS OF:		CONTRACTORS LICENSE NO.		HAVE YOU EVER DONE BUSINESS WITH KAMCO BEFORE OR UNDER ANOTHER NAME? IF YES – UNDER WHAT NAME _____LOCATION_____		

OWNERS/OFFICERS

NAME	FIRST 4 DIGITS OF SSN:	TITLE	PHONE #	EMAIL:
NAME	FIRST 4 DIGITS OF SSN:	TITLE	PHONE #	EMAIL:
NAME	FIRST 4 DIGITS OF SSN:	TITLE	PHONE #	EMAIL:
NAME	FIRST 4 DIGITS OF SSN:	TITLE	PHONE #	EMAIL:

BANK OR SAVINGS & LOAN ASSOCIATION

NAME	BRANCH ADDRESS	PHONE NO.	ACCOUNT NO.	TYPE OF ACCOUNT
NAME	BRANCH ADDRESS	PHONE NO.	ACCOUNT NO.	TYPE OF ACCOUNT

APPLICANT'S CREDIT REFERENCES

NAME	ACCOUNT #	PHONE #
NAME	ACCOUNT #	PHONE #
NAME	ACCOUNT #	PHONE #
NAME	ACCOUNT #	PHONE #

AUTHORIZATION

Kamco is hereby authorized to obtain any consumer reports or credit reports it deems necessary for Applicant, its principals and any guarantor in connection with any extension of credit under this application or enforcement of any provision.

OWNER/OFFICER SIGNATURE: _____
PRINT NAME: _____

TERMS OF SALE

For valuable consideration, the receipt whereof is hereby acknowledged, and to induce Kamco Building Supply Corp. and any of its subsidiaries, branches or divisions now existing or hereafter created and their successors and assignees (hereafter collectively referred to as the "Seller"), at any time or from time to time to make advances or loans or otherwise give credit to:

and its subsidiaries, parent, affiliates, branches, divisions or related entities now existing or hereafter created and their successors and assigns (hereafter collectively referred to as the "Buyer"), the undersigned Buyer and Guarantor, jointly and severally, hereby personally promise and unconditionally guarantee payment to Seller of all present and future balances of Buyer's account with Seller, including all costs, expenses, interest and attorney's fees in accordance with the following terms:

1. UNLESS OTHERWISE AGREED ALL PAYMENTS for merchandise or services shall be made on or before the tenth (10th) day of the month immediately following the month of purchase.
2. IT IS UNDERSTOOD that the amount of credit extended by Seller to Buyer shall be in Seller's sole discretion and that this agreement and guarantee shall continue in full force and effect until such time as all amounts due are paid to Seller. This agreement and guarantee may only be terminated by giving ten (10) days prior notice, in writing, to Seller by registered mail and such notice shall not affect the obligations of any undersigned not a party to the notice.
3. THE UNDERSIGNED FURTHER AGREE that the liability on this guarantee shall be immediate and shall not be contingent upon the exercise or enforcement by Seller of any other remedies that Seller may have against any other party responsible for this account, including any surety.
4. ANY INVOICE NOT PAID when due shall bear interest at the rate of 1.5% per month until paid, including post-judgment interest and the maturity date shall be the date of full payment of all sums owed. Payments shall be applied to attorney's fees, costs and expenses, interest and principal, in that order.
5. IN THE EVENT that Seller retains an attorney to collect any amount not paid when due, the undersigned agrees to pay all costs and expenses, including attorney's fees in the greater amount of 25% of all sums due at the time Seller retained an attorney regarding Buyer's account or actual attorney's fees incurred by Seller. The undersigned further stipulate that such percentage fee is reasonable. A bankruptcy filing by any of the undersigned, or the filing of a Proof of Claim, shall not prejudice the rights of Seller to proceed against any other of the undersigned, the liability arising hereunder being incurred in the ordinary course of business. At any time, should Seller deem itself insecure or believe the prospect of payment or performance by Buyer is impaired, Seller may demand the immediate payment of any credit extended hereunder notwithstanding the terms set forth in Paragraph 1.
6. IT IS FURTHER UNDERSTOOD AND AGREED that liability for any indebtedness under this agreement and guarantee shall not be affected by any extension of time of payment or additional credit, release or compromise as to one or more of the undersigned or any security or surety, or the acceptance by Seller of bills, notes, checks or other instruments of payment or other security. The undersigned do hereby waive acceptance of this guarantee, notice of the sale and delivery of materials, notice of the amount of indebtedness, and notice of default or any extensions of time for payment.
7. IN CONSIDERATION hereof, Buyer and Guarantor waive trial by jury in any matter arising hereunder.
8. THE AMOUNT SET FORTH ON Seller's invoices shall be deemed to be conclusive evidence of the amounts due unless written notice shall be given to Seller of any invoice or statement errors or other claim within fifteen (15) days of the date thereon. All materials delivered shall be checked when received and any claims for shortages and/or damaged material shall be reported to Seller in writing within 48 hours of delivery or the claim shall not be allowed and deemed waived.
9. IN CONNECTION WITH any purchase of materials from Seller, Buyer shall specify the project and lot upon which such materials are being furnished. If Buyer shall fail to do so, then the undersigned hereby authorize Seller to make such allocations between projects and lots as it deems appropriate in its sole discretion, and the undersigned hereby agrees to be bound by such allocation.
10. IT IS FURTHER AGREED that after any invoice remains unpaid for a period of thirty (30) days from the date of such invoice, the undersigned, jointly and severally, irrevocably authorize any attorney at law, prothonotary or clerk of court of any state or territory of the United States, to enter an appearance in any court of record of any state or territory of the United States, if permitted by law of such state or territory of the United States, after the above obligation becomes due and to waive the issuance of service of process and to confess a judgment against the undersigned, jointly and severally, in favor of Seller for such amount then appearing due as shown on the invoices of Seller, together with the costs and expenses of suit plus a twenty-five percent (25%) attorney's fee and interest at 1.5% per month and thereupon to release all errors and waive all rights of appeal and stay of execution; expressly waiving any exemption of personal property from levy or sale on execution. Provided, however, for claims arising in the Commonwealth of Virginia, Buyer and Guarantor hereby constitute, appoint and authorize Carlton T. Obeeny, who is duly admitted to practice in Virginia before the Circuit Court of Fairfax County as their duly authorized agent and attorney-in-fact (which grant or power shall be conclusively deemed coupled with an interest and irrevocable) for the purpose of appearing before said Court or the Clerk's Office of said Court to confess judgment in due form of law and otherwise as permitted pursuant to Article 2 of Chapter 17 of Title 8.01 (Civil Remedies and Procedure) of the Code of Virginia (1950), as amended and in force and effect from time to time.
11. BUYER AUTHORIZES deliveries to be made without signature. All material upon delivery shall become the sole responsibility of the Buyer and all risks of loss shall be transferred to Buyer. Seller shall not be liable and shall have no responsibility in connection with goods or materials placed in or upon Buyer's vehicle, warehouse, job site or other location directed by Buyer. Buyer hereby waives any and all claims, demands or rights in connection with losses or liabilities that may arise out of loading materials in or upon Buyer's vehicle. Material cannot be returned nor orders cancelled without Seller's prior written consent. All returned material shall be subject to a restocking charge of 25%.
12. SELLER SHALL NOT BE RESPONSIBLE, nor shall allowances be made, for any delay or failure to make any shipment hereunder due to an act of God, fire, strike, lockout, or other labor dispute, contingencies of manufacturer, embargoes, regulations of government, delays in transit, or other circumstance beyond Seller's control affecting its ability to procure, process or deliver materials.
13. THESE TERMS MAY NOT BE MODIFIED by any employee of Seller except by written instrument signed by a duly authorized corporate officer. No term of any purchase order or other agreement issued by Buyer shall modify, waive or change any provision of this agreement.
14. IN THE EVENT that any amount is not paid when due, Seller shall be entitled to withhold the delivery of any other materials and, to the extent permitted by law, retake possession of materials previously delivered.
15. NO PAYMENT DUE to Seller shall be subject to any off-set or claim, but shall be paid to Seller when due regardless of any claim or dispute.
16. UNLESS SPECIFICALLY AGREED in writing, Seller does not warrant that any goods or materials sold hereunder are in compliance with plans and specifications for any particular project. There are no warranties, express or implied, connected with this agreement and Seller hereby disclaims any implied warranties, including, but not limited to, merchantability or fitness for particular purpose.
17. PAYMENT OF ANY AMOUNTS DUE under Seller's invoices shall not be conditioned upon receipt by Buyer of payment from any third party.
18. THIS AGREEMENT SHALL BE BINDING upon the undersigned and Guarantor, and their heirs, successors, assigns, estates, and parent or subsidiary corporations.
19. BUYER AND GUARANTOR shall assume all liability for the payment of any sales and/or use tax that may be due if this transaction is not exempt from such tax and will indemnify Seller as to all such taxes.
20. IF ANY PROVISION (or any part of any provision) contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision (or remaining part of the affected provision) of this agreement and guarantee.

IMPORTANT NOTICE

THIS INSTRUMENT CONTAINS A CONFESSION OF JUDGMENT PROVISION WHICH CONSTITUTES A WAIVER OF IMPORTANT RIGHTS YOU MAY HAVE AS A DEBTOR AND ALLOWS THE CREDITOR TO OBTAIN A JUDGMENT AGAINST YOU WITHOUT ANY FURTHER NOTICE.

Dated: _____

Business or Corporate Name

Accepted: _____

OWNER/OFFICER SIGNATURE

PRINTED NAME

KAMCO BUILDING SUPPLY CORP.

Guarantor

(IF APPLICABLE)

Witness

By: _____

G U A R A N T Y

GUARANTOR CREDIT INFORMATION:

NAME:	PHONE:
SSN:	EMAIL:
ADDRESS:	TITLE:

GUARANTY given by the undersigned to Kamco Building Supply Corp., hereinafter referred to as the Company, in order to induce it to extend credit to, or otherwise become the creditor of:

I/WE hereby unconditionally PERSONALLY GUARANTY to the Company the prompt payment, when due, of every claim of the Company which may hereafter arise against _____

I/WE do also unconditionally PERSONALLY GUARANTY payment of all reasonable costs of collection, including but not limited to, twenty-five percent (25%) attorney's fees and court costs.

This is a continuing GUARANTY and shall remain in full force until revoked by Guarantor by notice in writing to the Company. Such revocation shall be effective only as to claims of the Company which arise out of transactions entered into after the Company's receipt of said notice. This obligation shall cover the renewal of any claims guaranteed by this instrument or extensions of time of payment thereof, and shall not be affected by any surrender or release by the Company of any other security held by it for any claim hereby guaranteed. This GUARANTY is, and shall and shall remain binding upon the heirs, estate representatives, successors and assigns of Guarantor.

This GUARANTY is independent of any other guaranty or rights which Kamco Building Supply Corp. may have with respect to the above-noted debt.

The Guarantor's hereby waive their homestead exemption as well as all requirements or rights with regard to notice, demand, presentation or protest in the event of default, and further appoints any person, as attorney-in-fact for the purpose of confessing judgment, in favor of Kamco Building Supply Corp. in any Court of competent jurisdiction for the balance, costs and attorney's fees, and further consents to immediate execution of said judgment.

Signature

Date

**IN WITNESS WHEREOF I have signed and sealed this
guaranty on _____ day of _____ 20____.**

Notary Public

Printed Name

My commission expires: _____ Commission Number: _____

Credit Application Instructions

- All applications **must be signed by an owner or by a principal officer** of the company. We do not accept typed signatures of any kind. All applications must be physically signed by an owner/principal officer.
- Credit References should be supplier (materials) references, accompanied by account numbers. Please DO NOT list contractors, subcontractors, cash accounts, COD, or credit card accounts such as Lowes or Home Depot.
- If your company is sales tax exempt, please include a copy of the Tax Exemption Certificate or Resale Certificate. *Additional documentation may be required depending on state.
- Personal Guaranty may/or may not be required for credit eligibility. Guarantors **MUST** be a legal owner or officer of the company.
- In the event your credit application is approved we are giving you advanced notice that we **DO NOT MAIL** invoices or statements. It is imperative that you provide a valid email address on the credit application for your accounts payable department for billing purposes.
- The signed terms of sale agreement is required for ALL credit applications.

Please email the completed credit application creditapps@kamcosupply.com. Upon receipt of the completed application, please allow our credit department 5-7 business days to process your application. If approved, we will notify you via email.