



CREDIT APPLICATION

email or fax completed form to:
email: info@emcoblock.com or fax: 301.779.8924

AND MAIL SIGNED ORIGINAL TO:

4700 Annapolis Rd - Bladensburg, MD 20710

Date _____

Customer _____

Fed ID # _____

Address _____

Phone # _____

Billing Address _____

Fax # _____

Cell # _____

_____ Email _____

Company Type _____

Year Incorporated _____ State _____

Company Description _____

Related Entities _____

Y N -Have you bought from EMCO before? When & Amount: _____

Y N -Are you a tax exempt organization? Tax Exempt # _____ (attach copy of form)

OWNER / OFFICER CONTACT INFORMATION

Name _____ Cell # _____

Title _____ SS# _____ Home Address _____

Name _____ Cell # _____

Title _____ SS# _____ Home Address _____

Y N -Have any of the companies or people listed ever been a debtor in a bankruptcy proceeding?

Y N -Has any judgment ever been entered against any of the companies or people listed?

Y N -Are there legal actions or arbitrations pending against any of the companies or people listed?

PAYABLES CONTACT (invoice & payment questions)

Name: _____ Phone: _____ Email: _____

CREDIT AGREEMENT

It is understood that in consideration for extending a credit account the Seller (Ernest Maier, Inc.) and Customer agree upon the following terms and conditions:

- **TERMS** All accounts are due and payable thirty (30) days from the date of the invoice.
- **INTEREST** Any account remaining unpaid sixty (60) days from date of invoice will be addressed service charges of 1.5% per month (an effective annual rate of 18%). Interest will accrue from date of invoice.
- **FEES** Attorney fees equaling 33.3% of the unpaid account balance and collection fees will also be due from customer in the event the account is placed with an attorney or collection agency for collection.
- **PAYMENTS** Customer agrees that Seller has the right to determine how to apply payments and which invoices to pay with all payments received on this account.
- **ACCOUNT STATUS** Seller may stop the sale or supply of any materials when it determines that Customer is in breach of this Agreement or Seller has concerns about Customer's creditworthiness, until payment is made and any dispute or insecurity has been resolved.
- **REFUNDS/RETURNS/CREDITS** Customer agrees that refunds/returns/credits not applied one (1) year from invoice date expire. Seller has the right to determine how to apply returns/credits on the account as it sees fit after 90 days.
- **RELEASES/WAIVERS** All waivers executed by Seller shall be effective only to the total dollar amount of payments actually received. Customer agrees that Seller does not release its mechanic's lien, payment bond or other legal rights for unpaid invoices, regardless of what other documents have been presented to Seller for signature that may imply otherwise.
- **DELIVERY** Any deliveries made are to be within the normal weekday and Seller does not guarantee delivery times or rates.

> **CUSTOMER IS REQUESTING A CREDIT LINE OF \$** _____

This estimated amount does not limit financial liability on this account.

The above terms have been read and accepted by customer:

OWNER / OFFICER SIGNATURE

PRINTED NAME & TITLE

DATE

CREDIT APPLICATION NOT ACCEPTED WITHOUT APPROVAL FROM ERNEST MAIER, INC.'s CREDIT DEPARTMENT

PERSONAL GUARANTEE*

*Guarantor must be listed in the owner / officer contact information

In consideration for, and as an inducement to Ernest Maier, Inc. (hereinafter "Seller") to extend credit to _____ (hereinafter "Customer"), the undersigned Guarantors hereby personally guarantee to Seller the payment of any obligation of the Customer, and agree to pay Seller on demand any sum which may become due by the Customer whenever the Customer shall fail to pay the same. It is understood that this guarantee shall be a continuing and irrevocable guarantee and indemnity for such indebtedness of the Customer. Written notice of termination of the Personal Guarantee is required by Ernest Maier Inc. Guarantors do hereby waive notice of default, nonpayment and notice hereof and consent to any modification or renewal of the credit agreement.

GUARANTOR1 (PRINT NAME)

SIGNATURE

DATE

GUARANTOR2 (PRINT NAME)

SIGNATURE

DATE

TRADE REFERENCES (Attach separate sheet if necessary)

Company1 _____ Sells _____ Contact _____

City, ST _____ Phone _____ Fax _____

Company2 _____ Sells _____ Contact _____

City, ST _____ Phone _____ Fax _____

Company3 _____ Sells _____ Contact _____

City, ST _____ Phone _____ Fax _____

CURRENT / PREVIOUS BRICK & BLOCK SUPPLIERS

Company4 _____ Since _____ Contact _____

City, ST _____ Phone _____ Fax _____

CREDIT REFERENCES

Bank _____ Account# _____

Contact _____ Phone _____

Bonding Company _____ Address _____

Contact _____ Phone _____

ADDITIONAL INFORMATION

*note: It is the customer's responsibility to have their employees provide the information that the customer needs to process the invoice