SBCO

stone and berg company
incorporated

Stone & Berg Company, Inc.
Account Application

For S&B use only

Date received: _____

Credit Limit: _____ Approval: _____

Terms: _____ Date: _____

Phone: (508) 753-3551 Fax: (800) 535-5625 Email: ar@stoneandberg.com
239 Mill Street, Suite C Worcester, MA 01602

Account type requested: ☐ Net30 ☐ Credit card

Name of business: _____

Address: _____ Ship-to address: _____

City: _____ State: _____ Zip: _____ City: _____ State: _____ Zip: _____

Phone: _____ Payables contact: _____

Website: _____ Payables email: _____

Email: _____ Payables phone: _____

Nature of business: _____ ☐ Individual

Years in business: _____ ☐ Corporation

Tax I.D. number: _____ ☐ Partnership

If Massachusetts business, please include MA Sales Tax Resale Certificate Form ST-1

Owners & Officers

President: _____ Vice President: _____

Email: _____ Email: _____

Home Address: _____ Home Address: _____

Bank Reference

Bank name: _____ Contact: _____

Address: _____ Phone: _____

Material Supplier References

Supplier: _____ Contact: _____

Address: _____ Phone: _____

City: _____ State: _____ Zip: _____ Email: _____

Supplier: _____ Contact: _____

Address: _____ Phone: _____

City: _____ State: _____ Zip: _____ Email: _____

Supplier: _____ Contact: _____

Address: _____ Phone: _____

City: _____ State: _____ Zip: _____ Email: _____

STONE & BERG COMPANY, INC.

CREDIT AGREEMENT

In consideration of the credit to be extended to me by STONE & BERG COMPANY, INC. for goods or services sold to me, I hereby agree to the following:	6. The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of sex or marital status. The Federal Agency which administers compliance with the law concerning this company is the Federal Trade Commissions, Washington, DC 20580.
1. I have the right to pay for all my items charged to my account within 30 days from the billing date shown on each statement, without incurring a **FINANCE CHARGE**.	7. The undersigned agrees that their employees, agents or representatives have authorization to sign for the purchase of materials and agree to remain liable for any credit extended.
2. If I do not pay my account in full within 30 days of the date shown on each statement. A **FINANCE CHARGE** computed at a rate of 1-1/2% per month. **18% ANNUAL PERCENTAGE RATE** ~ on the unpaid previous balance will be charged.	**NOTICE TO THE APPLICANT – DO NOT SIGN THIS AGREEMENT BEFORE YOU READ IT. YOU ARE ENTITLED TO A COPY OF THIS AGREEMENT YOU SIGN. KEEP THIS AGREEMENT TO PROTECT YOUR LEGAL RIGHTS. I HEREBY ACKNOWLEDGE RECEIPT OF A COPY OF THIS AGREEMENT AND FURTHER ACKNOWLEDGE THAT THE SAME WAS COMPLETE IN ALL RESPECTS AT THE TIME OF ITS EXECUTION.**
3. If any payment is not made when due, STONE & BERG COMPANY, INC has the right to accelerate the maturity of the unpaid balance of my account and declare the full amount thereof immediately due and payable.	Dated this _____ day of _____, 20_____.
4. I will make payments to "STONE & BERG COMPANY, INC."	
5. If the unpaid balance of my account is referred to an attorney for collection, I agree to pay reasonable attorneys' fees and related costs and disbursements incurred in such collection.	X _____ Signature of buyer or buyer's authorized representative Name (please print) _____

All prices are subject to change without notice and are not guaranteed. If your business has a Massachusetts address, we are required to have on file a state resale certificate or your account purchases will be charged a sales tax.

All shipments are F.O.B. Worcester, MA. Freight will be paid by Stone & Berg on orders with a net value of or more (**excluding safe orders and key machines**). Any order received before 5:00 PM EST for stock items will be shipped via UPS or FEDEX on the same day, provided no special keying is required.

Stone & Berg has no minimum order requirements. We do reserve the right to hold or refuse orders from customers whose accounts are over 60 days past due, until the past due portion of the account (including any finance charges) is paid and the account balance becomes current.

Any error or defects, for which we or the manufacturers that we represent are responsible, will be promptly rectified. Approval for Return of Goods Authorization (RGA number) is required. No return of merchandise will produce a merchandise credit on account without an RGA number. A minimum 10% restocking charge for stock items will be issued on all returns accepted for reasons other than defects or our error. No returns will be allowed on special order or non-stock merchandise.

Stone & Berg's terms are net 30 on all invoices unless otherwise indicated. Optional terms for payment (if any) will be indicated on the individual invoice, and apply to that invoice only.

This information has been given for the purpose of obtaining credit and is certified and warranted to be true. The undersigned is either a principal for the credit applicant or the sole proprietor of the credit applicant. Recognizing that his/her credit history may be a factor in the evaluation of this application, the undersigned consents and authorizes the use of the consumer credit report on the applicant on the undersigned individually by Stone & Berg and its agents, employees and attorneys. I/We agree that Stone & Berg may provide such credit information to others as deemed necessary without the prior consent of the applicant.

PERSONAL GUARANTY

In consideration of the extension of credit by Stone & Berg for _____ (hereinafter referred to as "Customer"), the undersigned, jointly and severally, if more than one, (hereinafter referred to as "Guarantor" whether individually or jointly) unconditionally guarantee to Stone & Berg the prompt payment of all obligations of the Customer which are now due or which may become due subsequent to the execution of the Guaranty and that the Customer will pay all obligations when they become due.

The obligation of the Guarantor shall be primary, unconditional and unlimited, shall not be dependent upon recourse to any remedies against Customer or others, and shall be effective immediately. The Guarantor waives all or any notice of acceptance, notices of all orders, sales, notes, commitments, time and amount of credit, terms and change of terms of same, and of all defaults, disputes, litigations, extensions and renewals. The Guarantor waives all rights of set- off, recoupment, redemption and counterclaims which may be alleged to exist in favor of Customer.

The Guarantor hereby waives presentment of any instrument, demand for payment, protest and notice of nonpayment or protest and the performance of each and every condition precedent to which it, as Guarantor, might otherwise be entitled by law. Stone & Berg's obligations, with Guarantor and/or Customer, shall be deemed to have been created, contracted or incurred in reliance upon this Guaranty. The obligations of the undersigned hereunder are joint and several and are independent of the obligations of Customer. A separate action may be brought and prosecuted against Guarantor, whether an action is brought against Customer or whether Customer or any other Guarantor be joined in any such action or actions and Guarantor waives the benefit of any statute of limitations affecting their liability hereunder or the enforcement thereof.

This Guaranty shall be construed as continuing, absolute and unconditional guaranty of payment irrespective of the validity or enforceability of (i) any of the obligations of Customer as aforesaid or (ii) any security therefore and irrespective of any other circumstances which might otherwise constitute a legal or equitable discharge of a surety or a guarantor.

This Guaranty is a continuing Guaranty and cannot be modified or terminated orally. Any modification must be by a writing signed by the Guarantor and Stone & Berg. Any attempted revocation of the Guaranty by any individual Guarantor, or some or all of them, shall be valid only if the Guarantor sends a written notice to Stone & Berg by certified mail, return receipt requested and shall be effective as of the date of received by Stone & Berg. Also any such revocation shall only be valid as to the individual Guarantor or Guarantors who signed the request and not as to any other Guarantor.

The Guaranty shall be governed by the laws of the Commonwealth of Massachusetts, shall be binding upon the heirs, executors, administrators, successors and assigns of the Guarantor and shall inure to the benefit of Stone & Berg, its successors and assigns. Each individual or entity executing this Personal Guaranty submits to the jurisdiction of the courts of the Commonwealth of Massachusetts and the United States District Court for the District of Massachusetts for the purpose of any suit, action or other proceeding arising out of any of its obligations under or with respect to this agreement, and expressly waives any and all obligations it may have as to venue in any of such courts.

WITNESS the hand(s) and seal(s) of the undersigned this _____ day of _____, 20_____.

_____ _____

Signature *Name, Individually (printed)

_____ _____

Witness *Name, Individually (printed)

Upon receipt by STONE & BERG of completed and signed credit agreement, **and Personal Guaranty,** accounts will be opened when approved.

Please send original application to ar@stoneandberg.com or fax to (800) 535-5625