



# Confidential Credit Application

We proudly comply with all provisions of the Equal Credit Opportunity Act & the Fair Credit Reporting. For more information, contact the responsible government agency: Federal Trade Commission, Division of Credit Practices, 6<sup>th</sup> Street & Pennsylvania Ave. NW, Washington, DC 20580.

\$ amount of credit being requested \_\_\_\_\_, which may be increased/decreased at sole discretion of Cred. Dept.

## BUSINESS DETAILS

Full Legal Name (As shown on your business license):

Doing business as:

Principals or officers:	Name: _____	Title: _____
	Name: _____	Title: _____

Nature of Business: State where organized:

Federal Tax ID or Soc. Security # (Last 4 digits): Date business started:

Sole Proprietorship: \_\_\_ Partnership: \_\_\_ Limited Liability Company: \_\_\_ Corporation: \_\_\_

Note: If the complete legal name of the entity making this application for credit is not properly identified above, as well as with the authorized signature below, responsibility for adherence to this document's Terms & Conditions will automatically revert to the entity associated with the Federal Tax ID or Social Security # shown here.

## BUSINESS CONTACT INFORMATION

Bill to address: A/P Contact:

City: State: ZIP Code:

Ship to address (if different from above):

City: State: ZIP Code:

Premises: Owned \_\_\_ Rented \_\_\_ Landlord:

How long at current address? Business web address:

Telephone: Fax: A/P E-mail:

## BANKING INFORMATION

Bank name: Contact Name:

Bank address: Phone:

City: State: ZIP Code:

Type of account Account number

Savings

Checking

## LENDING BANK INFORMATION

Bank name: Loan Officer:

Bank address:

City: State: ZIP Code: Telephone:

Type of Loan: Account number

Type of Loan: Account number

## BUSINESS/TRADE REFERENCES

Company name:

Address:

City: State: ZIP Code:

Phone: Fax: E-mail:

Company name:

Address:

City: State: ZIP Code:

Phone: Fax: E-mail:

Company name:

Address:

City: State: ZIP Code:

Phone: Fax: E-mail:

Does Applicant/Customer intend to pay with a credit/debit card?	Yes: <input type="checkbox"/>	No: <input type="checkbox"/>
<p>If "Yes", then it is understood that, for all credit card payments, a surcharge, calculated @ 3% of the amount paid, except where prohibited by law.</p>		
<b>Agreement</b>		
<p>1) Definitions:</p> <ul style="list-style-type: none"> <li>a. "Company" shall mean Samuel Shapiro &amp; Company, Inc., its subsidiaries, related companies, agents and/or representatives.</li> <li>b. "Customer" ("Applicant", if requesting Open Account Credit) shall mean the person or entity for which the Company is rendering service, as well as its principals, agents and/or representatives, including, but limited to, shippers, importers, exporters, carriers, secured parties, warehousemen, buyers and/or sellers, shipper's agents, insurers and underwriters, break-bulk agents, consignees, etc. It is the Customer's responsibility to provide notice and copy(s) of this document's Terms and Conditions to all appropriate agents and/or representatives.</li> </ul> <p>2) Applicant certifies that all information contained in this application is true and accurate to the best of his/her knowledge, and that said person is duly authorized by law to do so.</p> <p>3) Applicant understands that information contained in this application/ agreement is provided to induce <b>Samuel Shapiro, Inc. (Company/Creditor)</b> to extend credit to Applicant. <u>All credit extended will be for business purposes only.</u> The agreement is extended to Company's successors, assigns, affiliated companies, divisions or subsidiaries.</p> <p>4) Applicant/Customer specifically agrees that no terms or conditions different from those of Company, as expressed in this document and/or the document titled <b><i>Shapiro Terms &amp; Conditions</i></b>, will become part of any other sales/service agreement, purchase order, contract or any other document, unless specifically agreed to, in writing, by Company.</p> <p>5) Applicant acknowledges that Company intends to rely on this information as a basis for consideration to extend credit to Applicant. Applicant further certifies that solvency is a precondition to any service provided by Company, other than for cash or certified funds. Applicant agrees to provide, upon request, financial statements for Company's review, with Company's promise to keep such information confidential.</p> <p>6) <u>If this or any other application for business credit is denied, or if a request for an increase in business credit is denied, Applicant has the right for a written statement of the specific reasons for the denial. To obtain this statement, Applicant must submit a written request within 60 days from the notification of the denial. Company/Creditor will then send a written statement of those reasons within 30 days of receipt.</u></p> <p>7) Applicant agrees to be bound by the credit terms specified on this Credit Application, Company's invoices and any other documents Company may deliver to Applicant specifying Terms &amp; Conditions. Unless otherwise stipulated by Company, all invoices are to be paid within 15 days from the date of the invoice, unless stated differently on that invoice.</p> <p>8) Applicant agrees that Company shall have the right to charge, and Applicant shall be obligated to pay, late payment charges @ 2%, or the maximum allowed by law, per month to be assessed against any outstanding unpaid overdue balance. Claims arising from invoice disputes must be made within 10 working days of receipt of invoice.</p> <p>9) In the event that an unpaid balance is transferred to a third-party collection agency or attorney, Applicant agrees to pay collection costs, calculated at the rate of 25% of the amount placed, plus court costs, reasonable or actual attorney fees and interest @15% APR (<b>Annual Percentage Rate</b>), or the highest rate allowed by law, unless a lower rate is agreed to by Company.</p> <p>10) Applicant agrees to immediately inform Company of any material change to information provided to Company, pursuant to or with this Credit Application, including the certification of solvency.</p> <p>11) Applicant agrees to assume responsibility for payment of all applicable sales &amp; use taxes until that time that applicant submits to Company/Creditor an appropriate exemption certificate, as determined by the governing State Statute.</p> <p>12) Applicant will not withhold full payment of amounts due when disputes arise. Only the disputed portion of a past-due balance may be withheld. Once any issue is resolved, Applicant agrees to immediately pay the net amount remaining, if any. Company retains the right of offset for credits or refunds due to Applicant that may arise from time to time, within its sole discretion.</p> <p>13) By submitting this application, Applicant authorizes Company to obtain commercial credit reports and to make inquiries into the banking and business/trade references provided with this application or in the future.</p> <p>14) By submitting this application, Applicant authorizes release of information to or by other Creditors pertaining to the Applicant's credit experience with Company.</p> <p>15) The laws of the State of Maryland will be applicable to all actions or disputes arising between the parties to this Agreement. If litigation becomes necessary, unless otherwise determined by Company in its sole discretion, personal jurisdiction and venue will be in the State of Maryland.</p> <p>16) Applicant agrees that any electronic or facsimile signature provided with this document is governed by the Electronic Signatures in Global and National Commerce Act of 2000.</p> <p>17) Applicant should again refer to the document titled <b><i>Shapiro Terms &amp; Conditions</i></b> for other information, with the understanding &amp; agreement that the same authorized individual shall properly sign both documents.</p>		
<b>SIGNATURES</b>		

Applicant's Full Legal Name (as above):

by:

**\*\*Authorized Individual:**

\_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**\*\* Legally Authorized Signature Guide**

**Sole Proprietorship:** Only the Owner is authorized to sign.

**Partnership:** Any General Partner may sign.

**Corporation:** Any corporate officer may sign. This includes President, Vice President, Secretary, Treasurer, Chairman of the Board, as well as the following: CEO (Chief Executive Officer), CFO (Chief Financial Officer), COO (Chief Operations Officer).

**Limited Liability Company:** Any Managing Member may sign. Certain Managing Members may be designated in the LLC Agreement as "Officers", as shown above, and, as such, may sign.

**Note:** As stated in the Agreement section above, for consistency, the same legally authorized person, as described here, should sign this form and any other similar legal document, such as the Shapiro Terms & Conditions, Power of Attorney and so on. Any questions concerning the appropriateness of a particular position's legal authority in this instance should be directed to the Shapiro Credit Department. Also, please refer to the earlier note, regarding the proper identification of the entity applying for credit.

**Note:** If Applicant's business is a Sole Proprietorship or a Partnership, please review and execute the following addendum.

**ADDENDUM A**

**THE FAIR CREDIT REPORTING ACT**

Applicant acknowledges and agrees that Company and its subsidiaries, divisions and affiliates (collectively "Company") may utilize outside consumer credit reporting services to obtain information on Applicant. In the event that Applicant is/are individual(s), the signing of the Agreement shall constitute authorization under the Fair Credit and Reporting Act to Seller and its Agents to utilize consumer credit reporting agencies to provide reports on said individual(s) in order to permit Company to appropriately evaluate the extension of any business credit. This authorization will remain valid and enforceable until Applicant expressly revokes authorization in writing and serves on Company by registered or certified mail.

Applicant: \_\_\_\_\_

Social Security # \_\_\_\_\_

(last four digits)

Date: \_\_\_\_\_

**ADDENDUM B  
PAYMENT GUARANTEE**

To induce Company to enter into this Application, and in consideration thereof, the undersigned Guarantor(s), for good and valuable consideration, receipt of which is hereby acknowledged, hereby guarantees to Company the complete and timely performance by the Applicant of all of its obligations under the Application, made a part hereof, and the full and prompt payment of all moneys due to Company, including, without limitation, attorneys' fees and experts' fees, whether now existing or hereafter becoming due.

The Guarantor(s) further agrees that his, her, or its obligations hereunder are absolute and unconditional, without any right of offset or deduction by reason of any counterclaim or offset that Applicant or the Guarantor(s) may have against Company, and that their obligations shall not be affected or impaired upon the happening of any event or circumstance which might otherwise constitute a legal or equitable discharge or defense of Guarantor(s). The Guarantor(s) hereby waives to the fullest extent that the same may be permitted by law any notice of demand for payment and/or notice of default with respect to any indebtedness or obligations guaranteed hereby and any right which the Guarantor(s) may have to any and all other notices and legal or equitable defenses to which he, she, or it may be entitled.

This Guaranty is a continuing unconditional guaranty of payment, and not of collection, and may not be revoked or modified. No transfer of any ownership interest in the Applicant shall operate to extinguish or diminish the liability of the Guarantor(s) under this Guaranty. Guarantor's liability hereunder shall become due immediately upon the failure of the Applicant to timely pay any amounts due or perform any obligations required, and upon such failure Company shall have the absolute right to require immediate payment from the Guarantor(s), without first seeking payment from the Applicant or commencing any proceeding against the Applicant and without resorting to other collateral which may secure the obligations hereunder.

Signed(Guarantor): \_\_\_\_\_

Print: \_\_\_\_\_

Date: \_\_\_\_\_

Signed(Guarantor): \_\_\_\_\_

Print: \_\_\_\_\_

Date: \_\_\_\_\_

If other Entity:

Legal Entity Name: \_\_\_\_\_

Signed (Authorized Person): \_\_\_\_\_

Print: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_