



ACME & DORF DOOR

MANUFACTURERS OF HOLLOW METAL DOORS, FRAMES & WOOD DOORS

925 Market Street, Paterson, NJ 07513

Credit Application

Legal Name of the Company: _____

Trade Name (DBA): _____

Business Address: _____

Business Phone Number: () _____

Fax Number: _____

Type of Account

- Individual
- Corporate
- Partnership

How many years in business: _____

Nature of business: _____

Federal EIN No.: _____

Credit Amount Requested: _____

Name of the Principals in Firm

Name & Title: _____

Home Address: _____

Home Phone Number: () _____ DOB: / /

Social Security Number: ____ - ____ - ____

Own: () Rent: ()

Driver's License #: _____

Name & Title: _____

Home Address: _____

Home Phone Number: () _____ DOB: / /

Social Security Number: ____ - ____ - ____

Own: () Rent: ()

Driver's License #: _____

Name & Title: _____

Home Address: _____

Home Phone Number: () _____ DOB: / /

Social Security Number: ____ - ____ - ____

Own: () Rent: ()

Driver's License #: _____

Trade References (Active over past 12 months, excluding contractors)

Name: _____

Address: _____

Phone Number: () _____

Contact: _____

Fax Number: () _____

Name: _____

Address: _____

Phone Number: () _____

Contact: _____

Fax Number: () _____

Name: _____

Address: _____

Phone Number: () _____

Contact: _____

Fax Number: () _____

Bank References

Name/Location: _____

Address: _____

Phone Number: () _____

Type of Account: _____

Contact: _____

Fax Number: () _____

Name/Location: _____

Address: _____

Phone Number: () _____

Type of Account: _____

Contact: _____

Fax Number: () _____



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Personal Guarantee of Account

For valuable consideration, the receipt whereof is hereby acknowledged, and to induce Acme & Dorf Door Corp., hereafter referred to as the "Seller" its successors and assigns, at any time or from time to time, to make advances of loans or otherwise to give credit to _____ hereafter referred to as the "Buyer", the undersigned individually and if plural, jointly and severally, hereby personally and unconditionally guarantee(s) the payment of any and all bills for merchandise to be sold by the Seller to the said Buyer.

This is a continuing guarantee and shall cover and supply to all transactions entered into by the Buyer prior to receipt by the seller of a written notice of termination of this guarantee by any of the undersigned, but no such termination shall effect any obligations of any of the undersigned pursuant to this guarantee existing at the such notice is received by the Seller and any termination by one of the undersigned shall not affect continuing obligations hereunder of such of the undersigned as do no give such notice of termination.

The undersigned expressly agrees that this guarantee shall be in no wise affected by any extensions of make payment and/or the acceptance by the Seller of bills, checks and other instruments for payment of money and/or extensions or renewals thereof. Each of the undersigned hereby waives any and all suretyship defenses in the nature thereof and agrees that the Seller may deal with the Buyer in such manner as the Seller may determine and without in any way affecting the liability hereunder of any of the undersigned. In addition, if the Buyer is unable to pay for the merchandise sold to it by the Seller, the Seller may bring immediate suit on this guarantee against the guarantor or guarantors without exhausting its remedies against the Buyer and without first giving notice of the Buyer's failure to pay. In the event Seller resorts to a collection agency or attorney. Buyer and/or guarantor shall be responsible for legal fees equal to 33 1/3% of Seller's claim.

The undersigned may at any time terminate the guarantee by giving 10-day notice in writing to the Seller by registered mail sent to the Seller's office whereupon liability of the undersigned shall terminate as to the deliveries made subsequent to the expiration of said 10-day period. It shall nevertheless continue in full force as to all deliveries made at any time prior to the expiration of said 10-day period.

It is further agreed that this guarantee shall continue notwithstanding any change in organization, corporate setup or partnership change unless the Seller receives notice of such change at least 5 days prior to the delivery of any merchandise and that this guarantee shall be binding upon the heirs, personal representatives, estates, successors, and assigns of each of the undersigned.

The undersigned shall be responsible individually as a guarantor or guarantors to the extent of any balances owed to the Seller.

This guarantee is enforceable against the undersigned guarantors whether or not the signatures are witnessed. Signatures executing this agreement and transmitted to Seller are binding.

Buyer shall pay all taxes and charges of any nature imposed by any federal, state or local government authority by reason of sale or delivery of the merchandize, whether levied or assessed against Seller, Buyer or the merchandize. Such applicable taxes or charges, if not included in this invoice, shall be invoiced separately.

Credit terms of sale are NET 10th PROX. Due and payable within 10 days after the end of month.

Buyers and principals of the entity are accepting unconditional judgment without any prejudice for payment of outstanding balance.

The undersigned authorizes Acme & Dorf Door Corp., now or at any time in the future, to obtain credit reports, bank references or any other information necessary to determine the creditworthiness of the undersigned.

	X _____	Date: _____
	(Guarantor(s) Signature)	

	(Print Name)	
X _____	X _____	Date: _____
(Notary Public Signature)	(Guarantor(s) Signature)	
_____	_____	
(Print Name)	(Print Name)	



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Conditions of Sale and Terms of Payment

Buyer:	Date: _____
(Name of Corporation, Partnership or Individual)	
Address: _____	Phone Number: () _____

Buyer, in consideration of obtaining purchases or credit from Acme & Dorf Door Corp., do hereby agree to the following terms and conditions:

1. Credit terms of sale are NET 10th PROX. Due and payable within 10 days after the end of the month.
2. A service charge of 1½% (one and one half percent) per month on the unpaid balance will be made on all past due accounts. Should this rate exceed the maximum rate that is lawful under the circumstances, that maximum rate shall apply.
3. In the event that this debt is turned over to an attorney for collection, the corporation or partnership, and the individual guarantors agree to pay an attorney's fee equal to 1/3 (one third) of the balance of principal and interest and owing, plus all other costs and expenses of collections.
4. No modifications of this agreement will be binding upon parties unless in writing and signed by them.
5. You are obligated to check materials delivered against our delivery receipt. If the delivery receipt fails to properly list the items and quantities you requested, you must call us within 48 hours to advise of any of the following quantity discrepancy, improper goods delivered, items listed but not delivered, damaged or defective merchandise.
6. Our responsibility for this merchandise is limited to the warranties of the manufactures who produced it.
WE OFFER NO ADDITIONAL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ANY RELEVANT TO ITS SUITABILITY FOR ANY PARTICULAR PURPOSE OR USE.
Copies of these warranties are available upon request.
7. Merchandise made to customer's specifications, or of special manufacture, or special order for the customer, is sold subject to the condition that such order is non-cancellable.
8. The annexed credit application and personal guarantee are made by the executed for the purpose of obtaining credit, the undersigned here by represents that to the best of their knowledge and belief, the statements contained herein are in all respects true, correct and complete.
9. A charge of 20% (twenty percent) will be made for all materials returned. All returns must be in merchantable condition, in the same packaging and/or wrapper condition as when delivery thereof was made by us to you, or for your account.
10. Customer agrees to have agent and facilities available to accept all deliveries of merchandise pursuant to orders placed with vendor, for shipment to customer's office, warehouse, jobsites, or any other designated location. Customer shall take full responsibility for freight, demurrage, hold-over, and similar charges arising out of, connected with, or relating to customer's failure to fulfill its obligations under the terms of this clause, regardless of the origin of the shipment or the cosigner.
11. Customer shall hold vendor harmless in all actions, proceedings, and litigation arising out of charges brought against manufacturer(s) whose products are sold by vendor.
12. The customer agrees to waive trial by jury inn any action, proceeding, or counter claim brought by either party hereto of any matter arising out of, or in any way hereto, or in any way connected with, or pertaining to this sale or the installation, use, or other disposition of the merchandise sold herein, or any claim for injury or damages arising therefrom.
13. Buyer shall pay all taxes and charges of any nature imposed by any federal, state or local government authority by reason of sale or delivery of the merchandize, whether levied or assessed against Seller, Buyer or the merchandize. Such applicable taxes or charges, if not included in this invoice, shall be invoiced separately.
14. Buyers and principals of the entity are accepting unconditional judgment without any prejudice for payment of outstanding balance.
15. The rights of the vendor are not limited to the above.

	_____ x (Signature)
	_____ (Print Name and Title)



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Bank Authorization Form

I, _____ of

(Your Name)

_____ (Company Name)

do hereby authorize: _____ to

(Bank Name)

provide credit information as requested by Acme & Dorf Door Corporation.

x _____ Date: _____

(Applicant's Signature)