



GAVCO MATERIALS, INC.  
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## CREDIT APPLICATION:

DATE: \_\_\_\_\_

### GENERAL INFORMATION:

LEGAL BUSINESS NAME:

DBA NAME:

LAST:

FIRST:

M.I:

TITLE:

EMAIL: USED FOR RECEIVING GAVCO INVOICES & CREDITS:

BUSINESS PHONE:

BUSINESS FAX:

BUSINESS EMAIL:

DELIVERY ADDRESS: (CITY, STATE, ZIP CODE)

BILLING ADDRESS: (IF SAME, LEAVE BLANK)

LEGAL FORM UNDER WHICH BUSINESS OPERATES:

CORPORATION ☐ SOLE-PARTNERSHIP ☐ PARTNERSHIP ☐ LLC ☐ OTHER ☐ \_\_\_\_\_

YEARS IN BUSINESS:

ANNUAL REVENUES:

CREDIT LINE REQUESTED:

FEDERAL TAX ID NUMBER OR SOCIAL SECURITY NUMBER:

TAX EXEMPT: YES ☐ NO ☐ (A SIGNED EXEMPTION CERTIFICATION MUST BE SUBMITTED WITH THE APPLICATION.)

IF DIVISION/SUBSIDIARY, NAME OF PARENT COMPANY:

IN BUSINESS SINCE:

ADDRESS:

CITY:

STATE:

ZIP:

NAME OF COMPANY PRINCIPAL RESPONSIBLE FOR BUSINESS TRANSACTIONS:

TITLE:

ADDRESS:

CITY:

STATE:

ZIP:

PHONE#:

**TRADE REFERENCES:**

COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

PHONE: \_\_\_\_\_ EMAIL: \_\_\_\_\_

COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

PHONE: \_\_\_\_\_ EMAIL: \_\_\_\_\_

COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

PHONE: \_\_\_\_\_ EMAIL: \_\_\_\_\_

COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

PHONE: \_\_\_\_\_ EMAIL: \_\_\_\_\_

**BANK & FINANCIAL REFERENCE:**

BANK NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_ CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

PHONE: (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_ FAX: (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_ ACCOUNT NUMBER: \_\_\_\_\_

BY SIGNING BELOW, I AUTHORIZE GAVCO MATERIALS, INC. TO MAKE INQUIRIES INTO THE BANK & BUSINESS/TRADE REFERENCE LISTED ABOVE.

SIGNATURE: \_\_\_\_\_ TITLE: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_ DATE: \_\_\_\_\_

### **TERMS, CONDITIONS & SIGNATURES:**

I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREIN IS COMPLETE AND ACCURATE. THIS INFORMATION HAS BEEN FURNISHED WITH THE UNDERSTANDING THAT IT IS TO BE USED TO DETERMINE THE AMOUNT AND CONDITIONS OF THE CREDIT TO BE EXTENDED. FURTHERMORE, I HEREBY AUTHORIZE THE FINANCIAL INSTITUTIONS LISTED IN THIS CREDIT APPLICATION TO RELEASE NECESSARY INFORMATION TO THE COMPANY FOR WHICH CREDIT IS BEING APPLIED FOR IN ORDER TO VERIFY THE INFORMATION CONTAINED HEREIN.

ALL ACCOUNTS ARE **POD (PAYMENT ON DELIVERY)** UNTIL A CREDIT APPLICATION HAS BEEN COMPLETED, REVIEWED, AND APPROVED. IF ANY INDEBTEDNESS INCURRED PURSUANT TO CREDIT GRANTED PURSUANT TO THIS APPLICATION. IF GAVCO MATERIALS, INC. IS NOT PAID IN FULL WHEN DUE, THE CUSTOMER AGREES TO PAY ALL COSTS OF COLLECTION, INCLUDING AN ADDITIONAL CHARGE EQUAL TO 20% OF THE OUTSTANDING ACCOUNT BALANCE TO OFFSET THE COST OF COLLECTIONS INCLUDING AGENCY AND ATTORNEY FEES, AND COURT COSTS.

ALL INFORMATION COMPLETED ON AND FINANCIAL INFORMATION DELIVERED WITH THIS CREDIT APPLICATION IS TRUE AND CORRECT. THE CUSTOMER UNDERSTANDS THAT INVOICES ARE PAYABLE NET PER TERMS AS INVOICED AND A FINANCE CHARGE EQUAL TO THE LESSER OF 1.5% PER MONTH OF THE MAXIMUM RATE PERMITTED BY GOVERNING LAW SHALL APPLY TO ALL PAST DUE INVOICES, UNTIL PAID IN FULL. BY SIGNING BELOW THE CUSTOMER ACCEPTS THE TERMS AND CONDITIONS AS STATED AND THE UNDERSIGNED REPRESENTS AND WARRANTS THAT THE UNDERSIGNED IS (ARE) AN AUTHORIZED AGENT OF THE CUSTOMER AND THE UNDERSIGNED IS (ARE) DULY EMPOWERED TO ENTER INTO MAKING BINDING AGREEMENTS ON THE CUSTOMERS BEHALF.

BY EXECUTING AND RETURNING THIS CREDIT APPLICATION BY ANY ELECTRONIC MEANS (FACSIMILE, SCAN, EMAIL OR OTHER ELECTRONIC MEDIUM), THE UNDERSIGNED AND CUSTOMER **CONSENT** TO ALL ELECTRONIC TRANSACTION BETWEEN GAVCO, MATERIALS, INC. AND THE CUSTOMER SHALL BE TREATED UNDER GOVERNED BY THE PENNSYLVANIA UNIFORM ELECTRONIC TRANSACTION ACT (73 PA.C.S.A. S2260.101) AND THE UNDERSIGNED AND CUSTOMER AGREE THAT THE ELECTRONIC SIGNATURES SHALL CONSTITUTE EFFECTIVE AND BINDING EXECUTION AND DELIVERY TO GAVCO OF THIS CREDIT APPLICATION WHICH SHALL BE DEEMED TO BE THE UNDERSIGNED'S AND CUSTOMER ORIGINAL SIGNATURES FOR ALL PURPOSES.

### **GUARANTY & SURETYSHIP PROVISION:**

IN CONSIDERATION OF THE CREDIT BEING EXTENDED TO THE CUSTOMER, THE DIRECT AND INDIRECT BENEFIT RECEIVED BY THE UNDERSIGNED BY VIRTUE OF SUCH CREDIT EXTENSION, THE UNDERSIGNED DOES HERBY PERSONALLY GUARANTY AND BECOME SURETY FOR ALL AMOUNTS OWED TO GAVCO MATERIALS, INC. BY THE CUSTOMER. THIS GUARANTY & SURETYSHIP IS ABSOLUTE, UNCONDITIONAL AND CONTINUING. THE UNDERSIGNED PERSONALLY DOES HERBY WAIVE AND CONSENT TO ANY REARRANGEMENT, EXTENSION, MODIFICATION, AMENDMENT AND/OR RENEWAL OF THE CREDIT GRANTED TO THE CUSTOMER WITHOUT PRIOR NOTICE OR ANY APPROVAL. IN THE EVENT THIS GUARANTY IS PLACED FOR COLLECTION, THE UNDERSIGNED AGREES TO PAY ALL AMOUNTS OWED TO GAVCO MATERIALS, INC. BY THE CUSTOMER AND ALL COSTS OF COLLECTION AND REASONABLE ATTORNEY'S FEES. IF SIGNED BY MORE THAN ONE PERSON, THE LIABILITY HEREUNDER SHALL BE **JOINT AND SEVERAL**. THIS GUARANTY AND SURETYSHIP SHALL BE GOVERNED BY AND CONSTRUED UNDER THE LAW OF THE COMMONWEALTH OF PENNSYLVANIA, REGARDLESS OF THE PLACE OF EXECUTION. THE UNDERSIGNED PERSONAL GUARANTOR, RECOGNIZING THAT HIS OR HER INDIVIDUAL CREDIT HISTORY MAY BE NECESSARY FACTOR IN THE EVALUATION OF THIS PERSONAL GUARANTEE, HEREBY CONSENTS TO AND AUTHORIZES THE USE OF A CONSUMER CREDIT REPORT ON THE UNDERSIGNED, BY GAVCO MATERIALS, INC. FROM TIME TO TIME AS MAY BE NEEDED, IN THE CREDIT EVALUATION PROCESS. THE UNDERSIGNED DOES HERBY WAIVE NOTICE OF DEFAULT, NON-PAYMENT AND NOTICE THEREOF AND TO JURY TRIAL AND CONSENT TO RENEWALS OF CREDIT.

BY EXECUTING AND RETURNING THIS GUARANTOR AND SURETYSHIP BY ANY ELECTRONIC MEANS (FAXSMILE, SCAN, EMAIL OR OTHER ELECTRONIC MEDIUM), THE UNDERSIGNED CONSENT TO ALL ELECTRONIC TRANSACTIONS WITH GAVCO MATERIALS, INC. AND THE UNDERSIGNED AS THE GUARANTOR AND SURETY FOR THE CUSTOMER SHALL BE TREATED UNDER AND GOVERNED BY THE PENNSYLVANIA UNIFORM ELECTRONIC TRANSACTION ACT (73 PA C.S.A. S2260.101), AND THE UNDERSIGNED AGREE THAT THE ELECTRONIC SIGNATURES TO THIS GUARANTY AND SURETYSHIP SHALL CONSTITUTE EFFECTIVE AND BINDING EXECUTION AND DELIVERY OF THIS GUARANTY AND SURETYSHIP TO GAVCO MATERIALS, INC. AND SHALL BE DEEMED TO BE THEIR ORIGINAL SIGNATURES FOR ALL PURPOSES. INTENDING TO BE LEGALLY BOUND HERBY, THE UNDERSIGNED SET THEIR HANDS AND SEALS.

**SOCIAL SECURITY #:** \_\_\_\_\_ | **PHONE NUMBER:** \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_ **TITLE:** \_\_\_\_\_

**PRINTED NAME:** \_\_\_\_\_ **DATE:** \_\_\_\_\_