



36 Railroad Ave Albany, NY 12205 (518) 729-1122	7 Pruyn's Island Glens Falls, NY 12801 (518) 798-7245	4688 Buckley Road Liverpool, NY 13088 (315) 399-1070
1300 Perry Street at Dole Buffalo, NY 14210 (716) 823-3905	28 Industrial Park Circle Rochester, NY 14624 (585) 247-3210	Salesman: _____ v. 5-26-11

Only **ORIGINAL** applications will be approved. THIS APPLICATION IS FOR THE PURPOSE OF OBTAINING MERCHANDISE ON CREDIT. THIS DATA IS TO BE HELD IN CONFIDENCE AND USED ONLY TO SUPPORT A LINE OF CREDIT.

Name of Firm or Individual: _____ **Telephone#** _____
Street Address: _____ **Fax #** _____
Mailing Address: _____ **Federal ID #** _____
City, State Zip _____ **Purpose** _____
Type of business _____ **Rent /Own** _____ **Date Established** _____
Ownership: (circle one) Corporation LLC Partnership Individual **E-Mail** _____
Affiliated Companies: _____

Trade References: (Businesses where you purchase building materials on account)
Name: _____ **City/ State:** _____ **Phone # :** _____ **Fax#:** _____
 1.) _____
 2.) _____
 3.) _____
 4.) _____

Bank Reference:
 5.) _____ **Acct #:** _____ **Contact Name & Telephone #** _____

The undersigned gives authority to Kamco Supply Corp of New England to acquire any and all information required and determined necessary by Kamco Supply Corp. for the processing and evaluation of the extension of credit and the review thereof.
 Any facsimile received by Kamco or sent by Kamco, represents an original document and an original signature. These include, but are not limited to: a credit application, personal guarantee, acknowledgement of receipt of conditions of sale form, invoices, etc.

Signature: _____ **Printed Name:** _____ **Date:** _____

Guaranty Agreement: **Payment Terms: 1% 10th Prox Net 11th**
 This guaranty shall continue until Seller receives written notice of cancellation of this guaranty by registered mail signed by the undersigned. Any cancellation notice shall not, however, affect any liability on any transaction covered by this guaranty before the cancellation is received.
 The undersigned hereby jointly and severally also agrees to waive: notice of acceptance of this guarantee, notice of presentment, demand for payment or notice of protest of any Purchaser's obligation; and all defenses, offsets or counterclaims the undersigned may have against Purchaser and Seller. The undersigned also agrees to pay reasonable attorneys' fees, costs and disbursements incurred by Seller in enforcing this guaranty.
 The undersigned jointly and severally agrees that Seller may, without notice, extend in whole or in part, the time of payment of any indebtedness owing the purchaser or its property. The undersigned also waives all subrogation rights that it has or may have against Purchaser or its property.
 The undersigned gives authority to Kamco Supply Corp of New England to acquire any and all information required and determined necessary by Kamco Supply Corporation of New England for the processing and evaluation of the extension of credit and the review thereof.

Name Of Principal(s): **Complete all Principal information**

	Principal 1	Principal 2	Principal 3
Name (Print)	_____	_____	_____
Title	_____	_____	_____
Address	_____	_____	_____
City, ST Zip	_____	_____	_____
Phone#	() _____ - _____	() _____ - _____	() _____ - _____
Soc Sec#	- _____ - _____	- _____ - _____	- _____ - _____
Date of Birth:	____/____/____	____/____/____	____/____/____
Today's Date	_____	Date _____	Date _____
Principal Signatures	x _____	x _____	x _____

A minimum of one Principal must supply a Social Security Number and Signature to authorize the account and terms.



Acknowledgement of Receipt of Conditions of Sale and Terms of Payment

Date _____

Name of corporation, partnership, or proprietorship

Address City/State/Zip Telephone

BUYER, in consideration of obtaining purchases on credit from KAMCO SUPPLY CORP OF NEW ENGLAND, does hereby agree to the following terms and conditions.

1. Payments for goods, wares and merchandise shall be 1% 10th Prox Net 11th from the date on the invoice.
2. A service charge of one and one half percent per month on the unpaid balance will be made on the outstanding balance of all accounts 30 days past due.
3. In the event that the debt is turned over for collection, the company and the individual guarantors agree to pay all costs of collection including but not limited to collection costs, court costs and suit fees.
4. No modification 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 receipts fails to properly list the items and quantities you requested, you MUST call us within 48 hours to advise of the following:
 - a) quantity discrepancy
 - b) improper goods delivered
 - c) items listed but not delivered
 - d) damaged or defective merchandise

You must ALSO notify us in writing within (5) days of any of the above problems.

6. Our responsibility for this merchandise is limited to the warranties of the manufacturers 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 a customer's specifications, or of special manufacture, or reordered especially for the customer, is sold subject to the condition that such order is non-cancelable and may not be returned.
8. The annexed credit application and personal guarantee are made by the executed for the purpose of obtaining credit, the undersigned hereby represents the statements contained herein are true and correct and may continue to be believed to be true and correct until written notice is provided to Kamco Supply Corp.
9. A charge of fifteen 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, 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, job sited, 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 the clause--regardless of the origin of the shipment or the cosigner.
11. Customer shall hold vendor harmless in all actions, proceedings, and litigations arising out of charges brought against manufacturer(s) whose products are sold by vendor.
12. The customer agrees to waive trial by jury in any action, proceeding, counterclaim 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 there from.
13. Buyer irrevocably authorizes Kamco Supply Corp. of New England to provide any necessary endorsement of Buyer, its agents, successors and assigns in connection with any joint payment agreement.
14. In the event Buyer becomes insolvent, is the subject of any insolvency proceeding, has any property placed in the control of any custodian, or if Kamco Supply Corp. of New England believes that the prospect of payment by the Buyer is impaired for any reason, then the Buyer authorizes Kamco Supply Corp. of New England to obtain payment directly from any entity which owes Buyer any monies for any reason, for all amount due Kamco Supply Corp. of New England from Buyer.
15. Buyer waives all rights of homestead exemption in its real estate and relinquished all rights of courtesy and dower in its real estate.
16. The undersigned hereby agrees that any disputes arising out of this agreement and/or goods and merchandise ordered or delivered pursuant hereto will be governed and settled under applicable principles of New York law, under jurisdiction of New York Courts and that venue in any such action shall be in the county of the Vendor's choice.
17. Any facsimile received by Kamco from the customer or sent to the customer above by Kamco, represents an original document and an original signature. These include, but are not limited to: a credit application, personal guarantee, acknowledgement of receipt of conditions of sale and terms of payment, invoices, etc.
18. The rights of the vendor are not limited to the above.

By _____
Signature

Print Name Title Date

1-8-23-10