



CONFIDENTIAL CREDIT APPLICATION

BETWEEN

CUSTOMERS FULL LEGAL NAME
(TO APPEAR ON INVOICES)

AND

COMTECH-A DIVISION OF CAPE FEAR SUPPLY CO

SELLER

Mailing Address

P.O. Box 40408
Fayetteville, North Carolina 28309

Physical Address

1001 South Reilly Road
639 Reilly Road Industrial Park
Fayetteville, North Carolina 28314

Phone: (910) 864-8787

NC/SC Watts: (800) 868-5295

Fax: (910) 864-4444

Website: www.comtechfay.com

SALESPERSON

DATE

BUSINESS CREDIT APPLICATION

Company Name _____
Street Address _____ City _____ State _____ Zip _____
Mailing Address _____ City _____ State _____ Zip _____
Phone Number _____ Amount of Credit Desired _____
Fax Number _____ Mobile Number _____
Web Address _____ E-Mail Address _____

PRINCIPALS:
(Full legal name)

Name _____ Address _____
Res. Phone _____ SS# _____
Name _____ Address _____
Res. Phone _____ SS# _____
Name _____ Address _____
Res. Phone _____ SS# _____

BUSINESS FORM: Sole Proprietorship _____ Partnership _____ Corporation _____
If corporation, State of Incorporation: _____ Date _____

BUSINESS FUNCTION: Contractor _____ Dealer _____ Other _____
If other, explain: _____

TYPE OF CONTRACTOR: Prime _____ Subcontractor _____
If Subcontractor, give name of Prime Contractor: _____

Are Jobs Bonded? Yes _____ No _____ If yes, name of bonding company: _____

BANK ACCOUNTS:
(Name of bank and branch holding the following accounts)

Construction Loans: _____ Bank Officer: _____
Phone Number: _____
Business Account: _____ Bank Officer: _____
Phone Number: _____
Other Accounts: _____ Bank Officer: _____
Phone Number: _____

TRADE REFERENCES:

Telephone: _____ Fax: _____

Telephone: _____ Fax: _____

Telephone: _____ Fax: _____

We authorize the above cited references to supply pertinent information as may be required to determine our credit capabilities and further authorize additional credit inquiries.

Signature

PERSONAL GUARANTY

To: Comtech-A Division of Cape Fear Supply Co.

To induce you to do business with, and in consideration of the sale and delivery of goods and services by COMTECH, to _____ (individual's name) of _____ (name from front of application), hereinafter referred to as the "**PURCHASER**", the undersigned, as "**GUARANTOR**", hereby unconditionally, jointly and severally, guarantees the full and prompt payment, and at all times thereafter, of any and all indebtedness, obligations and liabilities of every kind and nature, arising out of the purchase of all such goods and services furnished or to be furnished, whether evidenced by open account, acceptance, note or otherwise.

The GUARANTOR hereby expressly waives notice of acceptance hereof, amount of sales, dates of shipment or delivery, and waives notice of and default on the part of the PURCHASER, or of any extension of time to pay obligations which it may grant, and the GUARANTOR does hereby consent to any and all extensions which may be granted to the PURCHASER from time to time.

IT IS UNDERSTOOD that there shall be no obligation on it's part at any time to resort for payment to the said PURCHASER or resort to any collateral security, property, liens or any other rights or remedies whatsoever. And it shall have the right to proceed against the undersigned immediately upon any default by the PURCHASER. Accounts not paid within thirty (30) days will be subject to a service charge not to exceed 1 1/2% per month. This is an Annual Percentage rate of 18%, if this account should have to be placed in the hands of an attorney to collect. GUARANTOR agrees to pay the reasonable cost of collection, including attorney's fees. Any accounts over ninety (90) days will be turned over to our attorney for action.

GUARANTOR'S liability under the personal Guaranty shall not exceed the sum of \$ _____ **** Dollars.** GUARANTOR further agrees that this shall be an absolute and unconditional personal Guaranty and shall be continuing and shall remain in full force and effect until written notice by registered mail (return receipt required) of it's discontinuance shall be actually received by it, and also until any and all such indebtedness, obligations and liabilities, existing before receipt of such notice shall be fully paid, and that GUARANTOR'S liability hereunder shall not be canceled, nor shall GUARANTOR be released hereunder in consequence of any covenants, agreements or acts by it shall not terminate this personal Guaranty, and every part hereof shall be binding on the GUARANTOR, its heirs, executors, administrators and assigns.

WITNESS the hand and seal of the GUARANTOR this _____ day of _____, 20_____, at _____.

IN THE PRESENCE OF:

GUARANTORS:

Notary Public

(Guarantor's Signature) (SEAL)

(Guarantor's Signature)
Spouse must also sign if applicable

**Guarantor fills this in

1. This application is made for the purpose of inducing Seller to extend credit to Applicant on a regular basis for the purchase of building materials, whether orally or in writing, and Applicant agrees to pay invoices or statements of account promptly when due.
2. Unless written notice to the contrary is received, Seller may accept orders from any apparently authorized representative of applicant. No change in ownership, agency, business organization or personnel will affect the Applicant's liability on this account until seller receives written notice of such change.
3. Purchases and/or deliveries are herewith authorized to be made without signature.
4. Applicant agrees to Seller's credit terms as follows: Net ten (10) days following shipment.
5. Accounts not paid within thirty (30) days will be subject to a service charge not to exceed 1 1/2% per month. Payments received will be applied to any finance charges first. If this account should have to be placed in the hands of an attorney for collection, Applicant agrees to pay the reasonable costs of collection, including attorney's fees. Any accounts over ninety (90) days will be turned over to our attorney for action.
6. Applicant represents this application to be for commercial (non-consumer) purposes only.
7. This application has not been induced by any representations not contained herein. This will constitute the entire agreement between Seller and Applicant (subject to additional terms and conditions when applicant purchases goods or it's assigns.
8. This agreement may be modified or revised only by written agreement of both parties. Waiver by Seller of a breach by Applicant of any provision of this agreement is not a waiver of further compliance, and that provision as well as other provisions of this agreement remain in full force and effect.
10. The invalidity in whole or in part of any term of this agreement does not affect the validity of the remainder of the agreement.

This ____ day of _____, 20____

Print name of Applicant _____ (SEAL)

Authorized Signature _____ (SEAL)

(Please fill in all blanks and sign)