

# Confidential Credit Application

between

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(Hereinafter referred to as "Customer")

and



**Distributors, Incorporated**

**Please Mail Original To:**

Accounting Office: 1324 Wyckoff Road, Suite 101  
Wall Township, NJ 07753

(Hereinafter referred to as the "Seller")

[www.GSTile.com](http://www.GSTile.com)

# CONFIDENTIAL CREDIT APPLICATION

ALL INFORMATION MUST BE COMPLETE AND  
RETURNED BY MAIL TO THE ACCOUNTING OFFICE

The Customer here by applies for the extension of credit by the Seller. The following information is submitted as a basis for consideration:

Firm name \_\_\_\_\_

Years in business \_\_\_\_ Type of business \_\_\_\_\_ Commercial  Residential  Showroom  Other

Phone \_\_\_\_\_ Fax \_\_\_\_\_ E-mail \_\_\_\_\_ Website \_\_\_\_\_

Street \_\_\_\_\_ P.O.Box \_\_\_\_\_

City \_\_\_\_\_ County \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Corporation  Partnership  Limited Partnership  LLC  Sole Owner/Proprietorship

Previous Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_

Payables Contact \_\_\_\_\_ (To receive your invoices via Email, please provide a valid email address.)

Payables Email \_\_\_\_\_ (Email address is limited to 13 characters, not including your domain.)

Are Purchase Orders Required \_\_\_\_\_ Federal I.D.# \_\_\_\_\_

Is Your Company Tax Exempt? \_\_\_\_\_ If so please include a signed copy of your resale exemption certificate.

We expect our monthly credit requirements to be about \$ \_\_\_\_\_

Any specific instructions \_\_\_\_\_

List all officers if Customer is a corporation, all partners if a partnership, or all owners if otherwise:

Name	Title	Home Address	SS#

Applications will **NOT** be processed if the following information is not completed.

Company Name Contact Person	Full Address with City, State, Zip	Phone Fax	Acct. #
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- Banks:
1. \_\_\_\_\_
  2. \_\_\_\_\_

- Suppliers (Please include tile/marble suppliers):
1. \_\_\_\_\_
  2. \_\_\_\_\_
  3. \_\_\_\_\_
  4. \_\_\_\_\_
  5. \_\_\_\_\_
  6. \_\_\_\_\_

**Note:** You can help us considerably by attaching a copy of your latest financial statements. Failure to supply complete account numbers and fax numbers for trade references will delay the processing of this credit application.

**BY COMPLETION OF THIS APPLICATION/AGREEMENT BOTH YOU AND YOUR COMPANY,  
AS THE CUSTOMER, ARE AGREEING TO THE FOLLOWING TERMS AND CONDITIONS:**

1. The seller will invoice Customer for all deliveries of materials, supplies and equipment with payment in full for all such invoices to be due 30 days net from the invoice date for such materials, supplies, and equipment covered by such invoice.
2. A monthly service charge of one and one-half percent (1.5%) per month (18% per annum) will be added to and hereafter accrue upon the unpaid balance of all invoices that are fifteen (15) days past due. All invoices are subject to an energy surcharge and are subject to change without notification.
3. In the event that Customer fails to make payment in full on any invoice when due, seller may at its option exercise any one or more of the following rights: (i) refuse to accept additional orders from Customer; (ii) cancel the unfilled portion of any orders placed by Customer; (iii) and declare immediately due and payable all outstanding invoices to Customer whether or not such invoices would be due and payable under the provisions of Paragraph 1 stated above.
4. In the event Customer fails to comply with any of the terms and obligations provided herein, specifically including, but not limited to, making timely payments for sums due, this account shall be considered in default. An account considered in default may be placed in the hands of a collection agency or an attorney for the sake of collecting an outstanding balance. Any and all collection costs, fees, including attorney's fees, and/or court costs associated with this action will be the responsibility of the Customers or guarantor(s).
5. Customer agrees to pay a charge of forty dollars (\$40.00) for each time a check is returned for non payment by their bank for any reason.
6. By signing this credit application/agreement, the individual(s) executing this application below on behalf of Customer, individually and personally, represent and warrant to Seller that: (i) he/she is authorized to execute this application on behalf of Customer; (ii) the information set forth in this application is accurate and complete; (iii) any legal action involving this credit application/agreement will be brought in the jurisdiction of Monmouth County, New Jersey, and Customer hereby submits to the jurisdiction of said courts. The laws of the State of New Jersey will apply.
7. In signing this credit application/agreement, Customer agrees to all of the above and hereby grants permission for credit information to be verified by company(ies) and financial institution(s) that the Customer has specified on this document and others that Seller becomes aware of during the credit review process and from time to time. The undersigned also understands that Seller will retain this application, whether or not it is approved, and that Seller will consider this application as a continuing statement of the undersigned's financial position and situation until notified otherwise by the Customer. In order for Seller to sell and to continue to sell to Customer, Customer hereby represents and warrants that it is solvent and that it pays its obligations as they become due. The preceding representation and warranty will be deemed to be repeated in each purchase by Customer. Faxed documents will be deemed as original. No oral agreements will be accepted. The terms on this credit application/agreement overrides all others.
8. Upon change in principals, buyer will give written notification to the Seller's credit department within 10 days of change. All new principals will be required to complete a new credit application/agreement. Failure to notify the Seller will result in all said principals past and present of the business entity to be liable for any and all monies due.
9. Seller shall have the right to change or amend any one or more of the foregoing conditions provided that written notice of such change or modification is given to Customer whose written consent to such change or amendment shall be not required, but Customer shall be deemed to have consented thereto upon the placing of orders with Seller following receipt of such notice.

This credit application/agreement must be signed by all principals of Customer; if co-owners, separate personal guarantees must be completed.

**PERSONAL GUARANTEE OF CUSTOMER'S OBLIGATION TO PAY FOR MATERIALS**

**FURNISHED BY GARDEN STATE TILE DISTRIBUTORS, INC.**

The undersigned principal(s) of \_\_\_\_\_ (Company Name), in consideration of Seller's agreement to furnish tile materials, etc. does (do) hereby individually (jointly and severally)\* guarantee payment of all fees and costs for tile, materials, or other products provided by Seller, whether before or after the date of this agreement. This personal guarantee shall be binding on each of us for the full amount, whether or not signed by more than one person.\*\*

The obligation of the undersigned guarantor(s) is a primary and unconditional obligation. This obligation shall be enforceable before or after proceeding against the Customer or against any security held by Seller and shall be effective regardless of the solvency or insolvency of the Customer at any time, the extension or modification of the indebtedness of the Customer by agreement with Seller or by operation of law, or the subsequent incorporation, reorganization, merger or consolidation of the Customer or any other change in the composition, nature, personnel, or location of the Customer.

\_\_\_\_\_  
Name (Print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Home Address

\_\_\_\_\_  
City, State, Zip

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

\_\_\_\_\_  
Driver's License No. & State

\_\_\_\_\_  
Name (Print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Home Address

\_\_\_\_\_  
City, State, Zip

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

\_\_\_\_\_  
Driver's License No. & State

Subscribed and sworn before me on \_\_\_\_\_, 20\_\_\_\_\_  
\_\_\_\_\_

Notary Public

\*Omit if single guarantor.  
\*\*Omit unless more than one name is typed under signature lines and less than all signatures are obtained.

**CONFIDENTIAL CREDIT APPLICATION**

The undersigned submit this certified statement in furtherance of their Confidential Credit Application and/or Personal Guarantee.

- 1. The assets owned by \_\_\_\_\_ (Company) \_\_\_\_\_ (Guarantor) are not subject to any security interests, liens or judgments of any kind or nature other than those which have been disclosed to the Seller in the section below.

List liabilities here. If none, write the word "None."

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- 2. There are no pending or threatened legal proceedings by or against the undersigned in any court of law.
- 3. The undersigned will not permit or create any liens to be obtained on the property or assets of the undersigned, and if any are obtained, the undersigned notify the Seller by certified mail of such at 1324 Wyckoff Road, Suite 101, Wall Township, NJ 07753.

We certify that the information we have supplied in this Addendum as well as the Confidential Credit Application is true and correct.

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

By: \_\_\_\_\_

Company

Witness: \_\_\_\_\_

Signature/Guarantor

Name (Print)

**Authority to Release Information**

**This inquiry is being under taken by Garden State Tile Distributors, Inc. for this credit application. Kindly release all pertinent credit information on my account.**

**Authorized By**

**Date**

Note: Accounts should be actively maintained. Prolonged inactivity could cause deletion and/or conversion to COD without notice.

**FOR GSTD USE ONLY**

Application given to Customer by: \_\_\_\_\_ Credit Limit: \_\_\_\_\_ Price Class: \_\_\_\_\_

Terms: \_\_\_\_\_ Salesperson: \_\_\_\_\_ Branch: \_\_\_\_\_

Customer Type: \_\_\_\_\_ Sales Region: \_\_\_\_\_ P.G. Signed: \_\_\_\_\_ Received: \_\_\_\_\_

Approved by: \_\_\_\_\_ Date: \_\_\_\_\_ Acct. #: \_\_\_\_\_

Special Instructions: \_\_\_\_\_



## Distributors, Incorporated

2250 Route 130  
Dayton, NJ 08810  
732.329.0860 ph  
732.329.4636 fx

267 Route 46 W.  
Dover, NJ 07801  
973.366.5035 ph  
973.366.8478 fx

5001 Industrial Rd. & Rt. 34 S  
Wall, NJ 07727  
732.938.6663 ph  
732.938.4558 fx

472 E. Westfield Ave.  
Roselle Park, NJ 07204  
908.241.4900 ph  
908.241.5044 fx

790 S. Route 73  
W. Berlin, NJ 08091  
856.753.0300 ph  
856.753.1835 fx

2501 Emrick Blvd.  
Bethlehem, PA 18020  
610.694.9774 ph  
610.694.9884 fx

1260 Corporate Blvd.  
Lancaster, PA 17601  
717.285.2643 ph  
717.285.2674 fx

67 Ash Circle  
Warminster, PA 18974  
215.443.5478 ph  
215.443.5562 fx

2500 Abercorn St.  
Savannah, GA 31401  
912.234.1122 ph  
912.234.1127 fx

**Architectural Design Center**  
2401 Walnut St.  
Philadelphia, PA 19103  
215.564.1420 ph  
215.564.1421 fx

**Corporate Office**  
1324 Wyckoff Rd.  
Suite 101  
Wall Twp., NJ 07753  
732.938.6675 ph  
732.938.7485 fx

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