

EASTWAY SUPPLIES, INC.

614-252-0974

1561 Alum Creek Drive • Columbus, OH 43209
FAX: 614-252-0021 www.eastwaysupplies.com

New Customer Credit Application

Date _____

Company Name _____ Federal Id# _____

Company Address _____

City _____ State _____ Zip Code _____

Home Address _____

City _____ State _____ Zip Code _____

Business Phone _____ Business Fax _____ Home Phone _____

Legal Status: Sole Owner Partnership Corporation

Owner/Officer _____ Title _____ *SS# _____

Owner/Officer _____ Title _____ *SS# _____

**By listing your Social Security number you authorize us to obtain a personal credit report.*

Years In Business _____ Taxable _____ Not-taxable _____

(If not-taxable please fax or mail a copy of your tax exempt certificate. Tax exemption certification must be completed, signed, dated and in our files to qualify for tax exempt billing status.)

Are there any judgements, lawsuits or legal proceeding pending against the applicant: Yes No

Have you or any corporate officers ever declared bankruptcy: Yes No

If so, Who: _____

Credit Line Requested: _____

INITIAL AMOUNT OF CREDIT REQUESTED: _____

TRADE REFERENCES:

Name _____

Address _____

City _____ State _____ Zip Code _____

Phone _____ Fax _____

Name _____

Address _____

City _____ State _____ Zip Code _____

Phone _____ Fax _____

Name _____

Address _____

City _____ State _____ Zip Code _____

Phone _____ Fax _____

BANK REFERENCE:

Bank _____

**Due to state and/or federal law, we cannot insist upon social security numbers, but in most cases accurate credit information can only be obtained through an individual's social security number. Eligibility for credit could be denied due to our inability to obtain proper credit information.*

Eastway Sales Representative: _____

TERMS AND CONDITIONS

RESTOCKING: No materials are to be returned without our permission. All returned goods are subject to a minimum 15% restocking charge and **MUST BE ACCOMPANIED BY THE INVOICE**. All special orders are **NOT** returnable.

SERVICE CHARGES: Will be added to all balances over 30 days. A 1.5% per month service charge (18% per annum) on all accounts will be assessed.

RETURN CHECKS: All checks returned unpaid by your bank will be assessed a \$20.00 returned check charge.

CASH DISCOUNT: If issued on invoice, discounts are allowed only if paid on or before the 10th of the following month. Only issued cash discounts will be allowed. Any cash discount taken after the 10th is not allowed and will be charged back to your account.

PAST DUE: Your account is considered past due if payment is not received by the 25th of the month following statement date. Our monthly billing period runs through the 25th of each month.

DELINQUENT: Your account is delinquent and thus suspended if you have an unpaid balance 45 days old. At this time your account will be placed on C.O.D. status, to be reopened by payment or approval of the credit department.

LEGAL: Legal action will be taken on unpaid monies over 70 days, unless satisfactory arrangements are made with our credit department. All suits under this contract shall be brought in the courts of Franklin County, Ohio. You hereby agree to be responsible for all costs of collection, including attorneys fees incurred.

You hereby authorize Eastway Supplies, Inc. to obtain reports to be used in connection with this application and to obtain further credit information upon the listed Applicant, its owners and/or officers. This authorization shall be continuing during the entirety of the account with Eastway Supplies, Inc.

You agree to provide Eastway Supplies, Inc. with notice of any changes in the information contained herein, and such notice shall be provided by certified mail, return receipt requested.

All communications concerning disputed debts, including an instrument tendered as full satisfaction of a debt, are to be **sent to Ashley N. Owen**, Credit Manager, Eastway Supplies, Inc., 1561 Alum Creek Dr., Columbus, OH 43209.

You agree to inspect all materials/merchandise sold on credit immediately upon delivery, and specifically agree that forty-eight (48) hours after delivery shall constitute a reasonable period for inspection of materials/merchandise. I/We agree that we accept as conforming any materials/merchandise not rejected within forty-eight (48) hours after delivery. I/We agree that notice of rejection must be in writing to be effective.

You agree to coordinate my/our schedule to be on site for delivery of all materials/merchandise ordered on credit. If I/We should fail to be on site at the time of delivery, I/We accept all responsibility for theft, damage or other casualty to the materials/merchandise from the time of delivery, and waive any claims that could be made against Eastway Supplies, Inc. as a result of said delivery.

You agree that the exclusive remedy against Eastway Supplies, Inc. shall be that it will replace or repair any part of its materials which are found to be defective. Eastway Supplies, Inc. will not be responsible for special, incidental, or consequential damages.

COMPANY: _____ DATE: _____

OWNER/OFFICER: _____ / _____

Signature

EASTWAY SUPPLIES, INC.

1561 Alum Creek Drive
Columbus, OH 43209

614-252-0974

CONTINUING PERSONAL Guarantee

In consideration that EASTWAY SUPPLIES, INC., of 1561 Alum Creek Drive, Columbus, Ohio 43209, sells, delivers and/or causes material to be delivered, and/or services provided on credit, to _____, whose business address is _____, the undersigned, jointly and severally, if more than one, does hereby unconditionally and personally guarantee payment of the same, to EASTWAY SUPPLIES, INC. at the invoiced prices and the credit terms of EASTWAY SUPPLIES, INC., for all such material from time to time sold, delivered or caused to be delivered and/or services from time to time provided by EASTWAY SUPPLIES, INC. to _____.

This shall be a continuing guaranty for all sales heretofore and hereafter made by EASTWAY SUPPLIES, INC. to _____ and shall continue for all such sales, material delivered or caused to be delivered and/or services provided prior to the time that notice of the termination of this guaranty shall be received, in writing, by personal delivery (if a receipt for said personal delivery is obtained) or by registered mail, at the principal office of EASTWAY SUPPLIES, INC. For purposes of this guaranty, all special ordered items and all manufactured items shall be deemed to have been sold to the buyer upon the placing of the order with EASTWAY SUPPLIES, INC.

It is understood that EASTWAY SUPPLIES, INC. will at any time, upon written request, furnish to the undersigned, a complete statement of the amount of the indebtedness covered by this guaranty.

It is further understood that EASTWAY SUPPLIES, INC. is relying on this guaranty in extending credit to _____, and that the undersigned hereby waives notice of EASTWAY SUPPLIES, INC.'s acceptance of this guaranty.

It is further understood that EASTWAY SUPPLIES, INC. need not take any action against _____ any other guarantor, or any person, firm or corporation before proceeding against the undersigned in the event that _____, fails to pay his/her/its account as it comes due and that EASTWAY SUPPLIES, INC. may demand payment from _____ immediately upon it becoming past due pursuant to the credit terms of EASTWAY SUPPLIES, INC.

Notwithstanding anything to the contrary in the Guaranty, the Guarantor hereby irrevocably waives all rights the Guarantor may have at law or in equity (including, without limitation, any law subrogating the Guarantor to the rights of EASTWAY SUPPLIES, INC.) to seek contribution, indemnification, or any other form of reimbursement from the debtor, any other guarantor, or any other person now or hereafter primarily or secondarily liable for any obligations of the debtor to EASTWAY SUPPLIES, INC., for any disbursement made by the Guarantor under or in connection with this Guaranty or otherwise.

The undersigned Guarantor hereby acknowledges that this guaranty shall apply to all amounts due upon account, whether or not said amounts exceed the initial credit amount granted and any future extensions, modifications or renewals thereof.

The undersigned Guarantor further agrees to reimburse Eastway Supplies, Inc. for its legal fees involved in the collection of any monies owed upon open account with Eastway Supplies, Inc.

IN WITNESS WHEREOF, the undersigned has executed this Guaranty in the City of _____, State of Ohio, this ____ day of _____, 20 ____.

SIGNED IN THE PRESENCE OF:

GUARANTOR

Street address of Guarantor - (Residence)

City, State and ZIP Code