

Monumental Supply Company, Inc
 401 South Haven Street, Baltimore, MD 21224
 Phone 410-732-9300 • Fax 443-923-4912
 Email Application to: Accounting@MonumentalSupply.com

CREDIT APPLICATION

APPLICANT NAME		APPLICATION DATE	RESALE OR TAX EXEMPTION #	FEDERAL EIN
STREET ADDRESS		CITY	STATE	ZIP CODE
BUSINESS TELEPHONE NO. ()	BUSINESS FAX NO. ()	DUNS#	ACCOUNTS PAYABLE CONTACT	
SHIPPING ADDRESS (IF DIFFERENT THAN ABOVE)		CITY	STATE	ZIP CODE
MAILING ADDRESS FOR INVOICES (IF DIFFERENT THAN ABOVE)		CITY	STATE	ZIP CODE
EMAIL ADDRESS for ACCOUNTS PAYABLE CONTACT		EMAIL ADDRESS for INVOICES		
FINANCIAL INFORMATION		TYPE OF ORGANIZATION (CHECK ONE)		
PREVIOUS YR. SALES: _____		<input type="checkbox"/> CORPORATION <input type="checkbox"/> SOLE PROPRIETORSHIP <input type="checkbox"/> S CORPORATION <input type="checkbox"/> GOVERNMENT <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> OTHER:		
NET WORTH: _____		DATE OF CREATION: _____		
PLEASE ATTACH CURRENT FINANCIAL STATEMENTS		STATE OF FORMATION: _____		
BANK INFORMATION		STATE ID NO.: (eg MD SDAT No.) _____		
BANK NAME: _____				
ACCOUNT NO.: _____ PHONE NO.: _____				
CONTACT PERSON: _____				
PRINCIPAL OFFICERS / PARNERS/ OWNERS				
1. NAME: _____		TITLE: _____		
2. NAME: _____		TITLE: _____		
3. NAME: _____		TITLE: _____		
TRADE REFERENCES				
1. COMPANY NAME: _____ ADDRESS: _____				
PHONE NO.: _____ FAX NO.: _____ CONTACT PERSON: _____ CREDIT LIMIT: _____				
2. COMPANY NAME: _____ ADDRESS: _____				
PHONE NO.: _____ FAX NO.: _____ CONTACT PERSON: _____ CREDIT LIMIT: _____				
3. COMPANY NAME: _____ ADDRESS: _____				
PHONE NO.: _____ FAX NO.: _____ CONTACT PERSON: _____ CREDIT LIMIT: _____				
LIST ALL PENDING LAW SUITS AND JUDGEMENTS AGAINST YOU AND YOUR COMPANY (OPEN OR SATISFIED)				
<p>The undersigned warrants and represents that the above information is true and correct and may be relied on by Monumental Supply Company, Inc. In making a decision as to the amount, if any, of credit to be extended. THE UNDERSIGNED FURTHER AGREES TO THE GENERAL TERMS AND CONDITIONS ON PAGE 2 OF THIS CREDIT APPLICATION.</p>				
Signature: _____		(SEAL) Date: _____		
Printed Name: _____		Title: _____		

MONUMENTAL SUPPLY GENERAL PROVISIONS

1. WARRANTY

Any and all warranties concerning purchases made with Monumental Supply Company will be provided solely from the manufacturer. The buyer waives any and all claims against Monumental Supply Company relating to or arising out of any warranties provided by the manufacturer. THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, PROVIDED BY MONUMENTAL SUPPLY COMPANY TO THE BUYER, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTY OF MERCHANT ABILITY, IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ALL WARRANTIES FROM COURSE OF DEALING OR TRADE USAGE. IN NO EVENT SHALL MONUMENTAL SUPPLY COMPANY BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, LOSS OF USE, DELAY OR LIQUIDATED DAMAGES OF ANY TYPE OF DESCRIPTION TO ANY PARTY WHATSOEVER.

2. ACCEPTANCE OF ORDERS AND SPECIAL ORDERS

All orders are subject to acceptance by Seller at its home office, Baltimore, Maryland only. No assignment of the Purchaser's rights may be made without the written consent of the Seller. Orders for special material are subject to cancellation only upon agreement to make payment for the work performed, material used, and a reasonable profit.

3. TERMS, PAYMENT AND PARTIAL SHIPMENT

All account balances are due on or before the thirtieth (30th) day after receipt of the goods or services provided. A FINANCE CHARGE EQUAL TO 1.5% PER MONTH will be charged on account balances after the 30th day. If a past due account is referred to an attorney or collection agency for collection, the buyer AGREES TO PAY A COLLECTION FEE OF 25% of the balance due and owing at the time of the referral to said attorney or collection agency. In addition the buyer agrees to pay all court costs and other expenses incurred to collect the outstanding balance, including but not limited to private process fees, reasonable attorney fees and credit reports, and other reasonable expenses incurred in attempting to collect any past due amount. Seller reserves the right to make partial shipments from time to time and render invoices there for which shall be due and payable as provided in said invoices. Seller reserves the right to cease further shipments if payments terms are not met.

4. TAXES

The amount of any sales, excise or other taxes, if any, applicable to the products covered by this order, shall be added to the purchase price and shall be paid by Buyer unless Buyer provides Seller with an exemption certificate acceptable to the taxing authorities.

5. RETURNS AND CANCELLATIONS

No product may be returned without Seller's prior written consent. All goods returned are subject to a handling charge plus freight, unless otherwise specified in writing by Seller. Overages, shortages and incorrect material claims must be made in writing within ten (10) days of receipt of goods. Cancellation of orders once placed with and accepted by Seller may be made only with its written consent.

6. NO WAIVER

Seller's failure to insist upon any of the terms, covenants or conditions listed herein or to exercise any right hereunder shall not be construed as a waiver or relinquishment of the future performances of any such term, covenant or condition, or the future exercise of such right or a waiver or relinquishment or waiver of any other term, covenant or condition or the exercise of any other rights hereunder.

7. GOVERNING LAW, JURISDICTION, VENUE, AND JURY WAIVER

This contract shall be governed by construed and enforced in accordance with the laws of the State of Maryland. This contract shall be deemed to have been made in Baltimore County, Maryland, regardless of the order in which the signatures of the parties shall be affixed hereto. In the event that any litigation or other legal proceedings shall arise under and/or in connection with this account or any materials purchased by Buyer, such litigation or other legal proceeding shall be conducted in any federal or state court located within or for Baltimore County, Maryland. FURTHERMORE, BUYER CONSENTS TO PERSONAL JURISDICTION AND VENUE IN ANY FEDERAL OR STATE COURT LOCATED WITHIN OR FOR BALTIMORE COUNTY, MARYLAND, and Buyer waives any defenses or objections thereto including defenses based on the doctrine of Forum non Conveniens. BUYER EXPRESSLY WAIVES THE RIGHT TO TRIAL BY JURY.

8. TOTALITY OF AGREEMENT: SPECIAL PROVISIONS, MODIFICATIONS

This instrument constitutes the entire agreement of the parties with respect to all matters and things herein mentioned. It is expressly acknowledged and agreed by and between the parties that neither party has, nor is now, relying upon any collateral, prior or contemporaneous agreement: written or oral, assurance or assurances, representation or warranty, of any kind or nature as to or respecting the condition or capabilities of the goods and the other matters and things, rights and responsibilities herein fixed and described. No modification, waiver or discharge of any term or provision of this instrument shall be implied by law, nor shall any alteration, modification or acquittance of any such term or provision be effective for any purpose unless in writing signed by or upon behalf of the party charged therewith.