

Monumental Supply Company, Inc
 401 South Haven Street, Baltimore, MD 21224
 Phone 410-732-9300 • Fax 443-923-4912

CREDIT APPLICATION

APPLICANT NAME		APPLICATION DATE	TAX EXEMPTION NO.	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
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: _____				
PLEASE ATTACH CURRENT FINANCIAL STATEMENTS				
BANK INFORMATION		DATE OF CREATION: _____		
BANK NAME: _____		STATE OF FORMATION: _____		
ACCOUNT NO.: _____ PHONE NO.: _____		STATE ID NO.: (eg MD SDAT 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 JUDGEMENTS AGAINST YOU OUR YOUR COMPANY (OPEN OR SATISFIED)				
LIST ALL PENDING LAW SUITS INVOLVING YOU OR YOU COMPANY				
<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: _____		
Internal Use Only		Other Information:		
Date Approved: _____		Credit Line: _____		

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.

GUARANTY

THIS GUARANTY is made and granted this _____ day of _____, 2013, by _____ (hereinafter referred to, collectively, even if only one, as the "Guarantors"), to Monumental Supply Company, Inc. ("Monumental").

WITNESSETH

WHEREAS, Monumental has been asked to extend credit to _____ ("Customer") pursuant to a Credit Application and General Terms and Conditions ("Credit Agreement"), which General Terms and Conditions have been reviewed by and are agreed to by Guarantors, as if fully set forth herein.

WHEREAS, Monumental is willing to do so if and only if Guarantors guarantee to Monumental, under the following additional terms and conditions, the payment of all amounts due for purchases by Customer.

NOW, THEREFORE, simultaneously with Monumental's execution of the Credit Agreement, and in consideration thereof, the Guarantors do hereby, jointly and severally, make the following covenants and agreements in favor of Monumental with respect to all present and future obligations of Customer:

1. Guarantors hereby, jointly and severally, absolutely, unconditionally and irrevocably guarantee to Monumental, without limit (a) the prompt and complete payment to Monumental of all amounts due, when and as the same become due and payable under the terms of the Credit Agreement; (b) the prompt and complete observance and performance of all other obligations of Customer under the Credit Agreement, when and as the same are to be observed or performed under the terms of the Credit Agreement; and (c) the prompt and complete payment to Monumental of all other damages, costs and expenses (including reasonable attorneys fees) that, by reason of the Credit Agreement, may become payable by Customer to Monumental.

2. Guarantors' liability hereunder shall in no way be affected by (a) any waiver, release, indulgence, extension or forbearance that Monumental may hereafter grant to Customer with respect to the observance or performance of any obligation of Customer under this Credit Agreement; (b) any settlement between Monumental and Customer with respect to any rights or remedies Monumental may have against Customer; (c) any waiver, release, indulgence, extension or forbearance that Monumental may hereafter grant to any one or more of the Guarantors individually (if more than one) with respect to any of that Guarantor's, or those Guarantors', obligations under this Guaranty; or (d) any settlement between Monumental and any one or more of the Guarantors individually (if more than one) respect to any rights or remedies Monumental may have against such individual Guarantor(s) hereunder. Guarantors waive any requirement that Guarantors be notified of any such waiver, release, indulgence, extension, forbearance, or settlement.

3. In the event of any default in the observance or performance of any of Customer's obligations under the Credit Agreement, Guarantors covenant and agree to perform such obligations forthwith upon Monumental's demand (in the same manner as if the same constituted the direct primary obligations and liabilities of Guarantors), including, without limitation, payments of all attorneys fees and other sums owing to Monumental by reason of such default.

4. The obligations of the Guarantors hereunder shall in no way be terminated, postponed or impaired by reason of any assertion by Monumental against Customer of any rights or remedies Monumental may have.

Customer Name

5. Monumental may make demand upon, or institute legal proceedings against, Guarantors for the performance of any obligations of Customer under the Credit Agreement, without first proceeding in any way against Customer and without enforcing any rights or remedies Monumental may have under, or in connection with, the Credit Agreement.

6. Monumental and Customer may, at any time and from time to time, without notice to, or consent by, the Guarantors, enter into such modifications, extensions, or amendments of the Credit Agreement, or other covenants respecting the Credit Agreement, as they deem appropriate. The Guarantors' liability hereunder shall not be released or impaired thereby; rather, the Guarantors shall continue to be fully liable, in the manner set forth in this Guaranty, for the payment, observance and performance of all obligations of Customer under the Credit Agreement as thus modified, extended or amended.

7. Guarantors waive any and all rights they may otherwise have to receive notice of acceptance of this Guaranty, but not notice of failure or default in the observance or performance of any of Customer's obligations under the Credit Agreement, or other notices to which Guarantors may be entitled. No delay of Monumental in exercising any of its rights or remedies or under this Guaranty, or in taking any action to enforce the observance or performance of Customer's obligations under the Credit Agreement, shall operate as a waiver of such rights or remedies or in any manner impair any of Monumental's rights or remedies against Guarantors hereunder.

8. In any action or proceeding brought by either the Monumental or the Guarantors against the other with respect to any matters whatsoever arising out of, under or by virtue of the Credit Agreement or this Guaranty, the Monumental and the Guarantors shall and do hereby waive trial by jury.

9. Neither the disaffirmance, discharge, postponement nor impairment of Customer's liability or obligations under the Credit Agreement in any bankruptcy, insolvency, reorganization or similar proceeding, nor any resulting termination of this Credit Agreement, shall relieve the Guarantors of any of their liability under this Guaranty. Rather, *such* liability shall continue just as though the Credit Agreement had not been affected by such disaffirmance, discharge, postponement, impairment or termination.

10. The Guarantors agree to pay all reasonable attorneys' fees, court costs, expert witness fees and charges, and other expenses incurred by Monumental in connection with any action taken as a result of a default under the Credit Agreement or a breach of this Guaranty.

11. If any term of this Guaranty is or becomes void, in whole or in part, for any reason whatsoever, then this Guaranty shall be valid and remain in full force and effect to the extent that it is not void.

12. All claims that Guarantors may have against Customer, whether by way subrogation to any position of Monumental or for contribution or reimbursement or otherwise, shall be subordinate to any then outstanding claims that Monumental may then have against Customer. Guarantors hereby release Monumental from any and all liability to Guarantors or to Customer for failing to recognize, observe, or protect any legal or equitable right Guarantors may have with respect to Customer or the Credit Agreement. No such failure on the part of Monumental shall relieve Guarantors of any of their liability under this Guaranty.

Customer Name

13. This Guaranty may not be modified, altered or terminated, except pursuant to an instrument in writing executed by Guarantors and consented to in writing by Monumental . No waiver of any term of this Guaranty shall be valid unless in writing and signed by Monumental . Any failure of Monumental to insist upon strict performance of any obligation or covenant of Guarantors under this Guaranty in any one or more instances shall not be construed as a waiver or relinquishment of (a) the right to insist upon strict performance of such obligation or covenant thereafter, (b) any other rights or remedies of Monumental , or (c) any other obligations or covenants of Guarantors.

14. This Guaranty shall be construed and enforced in accordance with the laws of the State of Maryland. This Guaranty shall be deemed to have been made in Baltimore County, Maryland, and in the event that any litigation or other legal proceedings shall arise under and/or in connection with the Credit Agreement or this Guaranty any such litigation or other legal proceeding shall be conducted in any federal or state court located within or for Baltimore County, Maryland. FURTHERMORE, GUARANTOR CONSENTS TO PERSONAL JURISDICTION AND VENUE IN ANY FEDERAL OR STATE COURT LOCATED WITHIN OR FOR BALTIMORE COUNTY, MARYLAND, and waives any defenses or objections thereto including defenses based on the doctrine of Forum non Conveniens.

15. This Guaranty shall be binding upon Guarantors, their heirs, executors, personal representatives, successors and assigns; and shall inure to the benefit of, and be enforceable by, Monumental , its successors and assigns, and by any successor to the interests of the Monumental under the Credit Agreement. However, the foregoing terms shall not be deemed to modify any provision of the Credit Agreement regarding assignments.

16. The terms defined in the Credit Agreement shall have the same respective meanings in this Guaranty.

17. Guarantor's obligations and liabilities under this Guaranty shall be construed in accordance with the principle that time is of the essence.

18. This Guaranty may be executed in several counterparts, in either original typed instruments or reproductions thereof, but all counterparts shall constitute one and the same instrument.

19. Any notice which Monumental may desire to give to Guarantors shall be deemed sufficiently given or rendered if in writing and either (a) delivered to Guarantors personally, or (b) deposited with the U.S. Postal Service (with first-class postage prepaid and sent by certified or registered mail, return receipt requested) or with a recognized overnight commercial courier service (such as Federal Express), and addressed to Guarantors at the address given below where Guarantors sign this Guaranty or at such other address as Guarantors may designate by written notice given to Monumental in the manner hereinafter provided. The time of the rendition or giving of such notice shall be deemed to be the time when the same is personally delivered, or three (3) days after the same is deposited as aforesaid, as the case may be. However, in the event of an emergency, any notice by Monumental to Guarantors hereunder may be oral, delivered by telephone or telegraph, or delivered by hand as the exigencies of the particular situation may allow. Any notice by Guarantors to Monumental must be served by certified or registered mail return receipt requested, or by a recognized overnight commercial courier service, addressed to Monumental at the same address as is designated under the Credit Agreement from time to time for notices to Monumental, or at such other addresses as Monumental may designate by written notice given to Guarantors in the manner hereinbefore provided.

Customer Name

IN WITNESS WHEREOF, the Guarantors have executed this Guaranty on the date first written above.

WITNESS:

GUARANTORS:

Signature (SEAL)

Print Name

Home Address

Home Phone

Social Security

Signature (SEAL)

Print Name

Home Address

Home Phone

Social Security