



Norfolk Hardware Home Center

Since 1934 Norfolk Kitchen Bath

Northeast Cabinet Countertop Dist.

Corporate Offices: 140 Campanelli Drive, Braintree, MA 02184 781-817-4000 (Phone) 781-817-4001 (Fax) info@thenorfolkcompanies.com

Commercial Credit Application

Credit for (circle one): The Norfolk Companies/Norfolk Hardware / Norfolk Kitchen & Bath/ Northeast Cabinet & Countertops

Company Information

Date Tax ID#: Norfolk Sales Rep:

Company Name ("Applicant")

Street Address (No P.O. Box allowed)

City: State: Zip Code:

Phone # ( ) Fax #: ( )

Billing Address:

City: State: Zip Code:

Accounts Payable Contact: Ext.

A/P Phone: Email Address:

Type of Business: (check one) Corporation Individual Partnership Trust

How long in this business:

List name, address, title, and social security number of all owners, partners, or corporate officers personally guaranteeing the application as stated below. (We cannot process your application without this information)

Table with 4 columns: Guarantor Name/Title, Address, Mobile#, Social Security #.

Bank and trade references (You must list at least 3 trade references):

Bank Name, Address, Account Number, Contact Person:

Trade Reference #1: Company Name, Address, Phone & Fax Number, Contact Person:

Trade Reference #2: Company Name, Address, Phone & Fax Number, Contact Person:

Trade Reference #3: Company Name, Address, Phone & Fax Number, Contact Person:

Amount of Credit Requested: \$

Special billing Instructions:

Purchase Orders Required? Yes or No

Names of Authorized Personnel for Purchases:

Person to call for authorizations ?

Phone number to call for authorizations:

**INTERNAL USE ONLY:**

Type: \_\_\_\_\_ PL: \_\_\_\_\_ SPC: \_\_\_\_\_

- Norfolk Entity:
- The Norfolk Companies, Inc.
  - Norfolk Hardware, Inc.
  - Norfolk Kitchen and Bath of Massachusetts, Inc.
  - Norfolk Kitchen and Bath of New Hampshire, Inc.
  - Northeast Cabinet and Countertop Distributors, Inc.

**RESALE SALES TAX CERTIFICATION (if applicable)**

I HEREBY CERTIFY, that (NAME AS IT APPEARS ON THE CERTIFICATE)

\_\_\_\_\_ holds a valid Exemption Certificate, Reseller's Certificate No. \_\_\_\_\_, for the State of \_\_\_\_\_ issued pursuant to the Sales and Use Tax Law; that I am engaged in the business of selling \_\_\_\_\_; that the tangible personal property described herein which I shall purchase from the Norfolk Entities will be resold by me in the form of tangible personal property, PROVIDED, however, that in the event any such property is used for any purpose other than retention, demonstration, or display while holding it for sale in the regular course of business, it is understood that I am required by the Sales and Use Tax Law to report and pay for the tax, at the time the property is so used.

*Signature* \_\_\_\_\_ *Date:* \_\_\_\_\_

*Title* \_\_\_\_\_

**Please attach a copy of sales tax exempt certificate if applicable**

Under Massachusetts state law, we must charge sales tax unless we have copies of your certificates on file.

**AUTHORIZATION**

In consideration for future credit offered by any or all of the following entities (the "Norfolk Entities" or "Norfolk" or individually, a "Norfolk Entity"): The Norfolk Companies, Inc. , Norfolk Kitchen and Bath of Massachusetts, Inc., Norfolk Kitchen & Bath of New Hampshire, Inc., and Northeast Cabinet and Countertop Distributors, Inc., I/We, the undersigned, hereby authorize Norfolk to review the credit of the above-named Applicant and our personal credit history for the purpose of opening a commercial charge account for the Applicant if Norfolk is satisfied with the review of the information provided above and said credit reports. Said reports may include a consumer credit report from one or more consumer reporting agencies (credit bureaus) in connection with this application and as otherwise allowed by applicable law. The undersigned agree that Norfolk shall be permitted to share the information above regarding the Applicant and the undersigned with credit reporting agencies, with those persons or entities named herein to discuss this application, and to report the Applicant's credit experience to proper parties including credit agencies, and to use the information in collecting any debt of Applicant owed to Norfolk. I/we further authorize Norfolk to gather whatever credit and employment history necessary and appropriate in evaluating this application. Norfolk may keep this application and information whether or not the application is approved.

If I/we wish to allow Norfolk to extend additional commercial credit to the Applicant, I/we authorize Norfolk to utilize this application to review the credit of the Applicant and our personal credit history in determining whether to extend additional commercial credit. I/We further agree to provide any necessary updated information to Norfolk at that time.

If the application is a **corporation**, the signatures on this application below must be of the President and Treasurer of this corporation. If the applicant is an **LLC**, the application must be signed by at least one Manager. If the applicant is a **partnership**, at least one of the general partners must sign the application. If the applicant is a **trust**, at least one trustee must sign the application.

By signing this application and submitting same to Norfolk, the Applicant and the undersigned warrant and represent that all of the information contained herein is true and accurate and that Norfolk may rely upon it for purposes of determining whether to extend commercial credit, and authorize Norfolk to verify all information contained herein. The Applicant and the undersigned further warrant and represent that the Applicant is solvent; that it pays its obligations as they come due; and that its liabilities do not exceed its assets. All representations and warranties in this application shall be deemed to be repeated in each Purchase Order issued by Applicant (whether written or verbal), and is incorporated therein by reference. Norfolk may periodically review the Applicant's and undersigned guarantors' status.

The Applicant further states that the Applicant is engaged in a trade or business and the credit would be used in the ordinary course of Applicant's business only and only for commercial purposes, and NOT for personal, family, or household use.

I/We acknowledged that Norfolk may cancel my account at any time, with or without cause or notice, including without limitation, if Norfolk determines that the account is not being used for business/commercial purposes. The Applicant and the undersigned shall remain responsible for paying any amounts owed despite said cancellation.

I/We, the undersigned, further agree to provide the Norfolk Entities with the name of individuals authorized to charge to our account and accept full responsibility to the Norfolk Entities in writing of all names to be removed as authorized to charge to our account. The officers, partners, trustees, as the case may be, signing below as Guarantors, hereby waive all defenses of surety ship, including lack of consideration.

The undersigned further agrees that all issues and disputes relating to any credit arrangement extended hereunder shall be governed in accordance with the laws of the Commonwealth of Massachusetts, without reference to conflicts of laws principles, and further subject to the exclusive venue of the courts of the Commonwealth of Massachusetts.

**Terms:** Net thirty (30) days from receipt of product. If the billing statement is unpaid at the end of thirty (30) days, your account will be subject to a finance charge at the rate of 1 1/2% per month (equivalent to an annual percentage rate of 18%), with a minimum charge of \$.50 and the finance charge will be added monthly to any unpaid balance. In the event that any of the Norfolk Entities shall institute any action for the enforcement of the collection of this account, the Applicant agrees that in addition to the unpaid account and all accrued finance charges thereof, the Applicant shall pay all reasonable attorney's fee and expenses in connection with the collection of any unpaid balance.

**Initial:**  
\_\_\_\_\_  
\_\_\_\_\_

By signing below, the undersigned hereby agree to the terms of the Authorization stated above.

Executed under seal this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_.

\_\_\_\_\_  
Company Name/Owner

\_\_\_\_\_  
d/b/a

By: \_\_\_\_\_  
Name: Title:

\_\_\_\_\_  
Name: Title:

**PERSONAL GUARANTY**

For and in consideration of the Norfolk Entities extending credit to the Applicant at the request of the undersigned personal guarantors (who must be an owner or officer of the company) ("Guarantors"), the Guarantors hereby personally guaranty to the Norfolk Entities, jointly and severally, the payment of any and all debts or obligations including interest, costs, attorneys' fees, and all other liabilities of the Applicant, and the Guarantors hereby agree to pay the Norfolk Entities on demand, without offset for any reason, any sum, whether or not such sum exceeds the anticipated sales amount or credit limit which has or may become due to the Norfolk Entities by the Applicant, and further agrees to pay all costs of collection, including reasonable attorneys' fees. This guaranty shall be a continuing, unconditional and absolute guaranty of payment of the indebtedness of the Applicant and the fact that at any time, or from time to time, the indebtedness may be paid in full shall not affect the obligation of the Guarantors with respect to further indebtedness thereafter incurred. To the extent permitted by law, the Guarantors hereby waive all venue objections, the Homestead exemption, notice of acceptance hereof, notice of presentment, demand, nonpayment, dishonor and protest, and consent to and waive notice of any modification, amendment or extension of the terms of the credit agreement hereby guaranteed. The Guarantors further agree to notify the Norfolk Entities, in writing, of any change in the form of the Applicant's business or ownership, or of any change in the Guarantors' status with the Applicant, within five days of such change (otherwise, this continuing guaranty shall extend to the named Applicant, the Guarantors and any successor companies, jointly and severally).

\_\_\_\_\_  
Guarantor-1 (print name) Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Guarantor-1 (signature)

\_\_\_\_\_  
Guarantor-2 (print name) Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Guarantor-2 (signature)