

CREDIT APPLICATION and AGREEMENT



Date: _____

Credit Line Requested: _____

Please indicate the division through which you are applying. Agreement will govern purchases with all divisions:

Norfolk Kitchen and Bath of New Hampshire
 Norfolk Kitchen and Bath of Massachusetts, Inc

The Norfolk Companies, Inc.
 Northeast Cabinet and Countertop Distributors, Inc.

Note: All sections and pages must be completed in full. Mail completed form to: The Norfolk Companies, 140 Campanelli Dr. Braintree, MA 02184 OR Email to: ar@thenorfolkcompanies.com

Applicant Information

Business Name: _____

Type of Business: _____

Office Phone: _____ Fax: _____

Street Address: _____ (PO Box addresses are not sufficient)

City: _____ State: _____ Zip Code: _____

Mailing Address: (If different from above)

Street: _____

City: _____ State: _____ Zip Code: _____

Tax ID # _____

Corporation Trust

Proprietorship Partnership

LLC Other: _____

How long in business? _____

Principal's Email: _____

Billing Email: _____

Corporation, Trust, LLC and Partnership Information For all Owners, Partners, Officers, or Authorized Principals.

Name & Title: _____ Residential Address: _____

Cell #: _____ Email Address: _____

Name & Title: _____ Residential Address: _____

Cell #: _____ Email Address: _____

Name & Title: _____ Residential Address: _____

Cell #: _____ Email Address: _____

Name & Title: _____ Residential Address: _____

Cell #: _____ Email Address: _____

Name & Title: _____ Residential Address: _____

Cell #: _____ Email Address: _____

Name & Title: _____ Residential Address: _____

Cell #: _____ Email Address: _____

Individual(s) Information (If not a Corporation, Trust, LLC, or Partnership)

Full Name _____ Email: _____

Home Address: _____ Cell#: _____

Name of Employer: _____ Business#: _____

Billing Address: _____

Bank Information

Bank Name: _____

Street Address: _____

City: _____ State: _____ Zip Code: _____

Account Number: _____

Account Type: Checking: Savings: Other: _____

Contact Person: _____ Phone #: _____

Billing Information

Special Billing Instructions: _____

Purchase Orders Required? Yes No

Names of Authorized Purchasers: _____

Authorization Contact Name: _____

Contact Phone #: _____

Contact Email Address: _____

Supplier/Trade References

Name/Title:	City/State:	Telephone Number:	Fax Number:
1. _____	_____	_____	_____
2. _____	_____	_____	_____
3. _____	_____	_____	_____
4. _____	_____	_____	_____
5. _____	_____	_____	_____

TERMS OF AGREEMENT

In consideration for future credit offered by any or all of the following entities (collectively "Norfolk" or individually, each 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., 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 or referenced herein to discuss this application, 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. The undersigned further authorizes Norfolk to gather any credit and employment history necessary and appropriate in connection with the evaluation of this application. Norfolk may keep this application and information whether or not the application is approved.

If the undersigned wishes to allow Norfolk to extend additional commercial credit to the Applicant, the undersigned authorizes 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. The undersigned further agrees to provide any necessary updated information to Norfolk at that time.

If the Applicant is a corporation, this Authorization of the application must be signed by the President and Treasurer of the corporation. If the Applicant is an LLC, this Authorization of the application must be signed by at least one Manager of the LLC. If the Applicant is a partnership, this Authorization of the application must be signed by at least one of the General or Limited Partners of the partnership. If the Applicant is a trust, this Authorization of the application must be signed by at least one trustee of the trust. In all other cases, this Authorization to the application must be signed by at least one responsible party of the entity.

By signing this application and submitting the 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 said information for the purpose 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 (i) the Applicant is solvent; (ii) the Applicant pays its obligations as they come due; and (iii) the liabilities of the Applicant do not exceed the assets of the Applicant. All representations and warranties in this application shall be deemed to be repeated in each Purchase Order issued by the Applicant (whether written or verbal), and are incorporated therein by reference. Norfolk may periodically review the Guarantor(s) of the Applicant and the undersigned. The Applicant and the undersigned further certifies that the Applicant is engaged in a trade or business and the requested credit would be used in the ordinary course of the Applicant's business only, for commercial purposes only, and NOT for personal, family, or household purposes or any such use. The Applicant and the undersigned acknowledge that Norfolk may cancel the Applicant's 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 and all amounts owed despite such cancellation.

The undersigned, further agrees to provide Norfolk with the names of any individuals authorized to charge to the account. The undersigned further acknowledges that any removal of said authorized individuals must be made by request, in writing, to Norfolk. The undersigned officers, partners, trustees, responsible parties (as applicable), and Guarantors, hereby waive all defenses of suretyship, including lack of consideration. The undersigned further agrees that all issues and disputes relating to any credit arrangement extended hereunder shall be governed and interpreted in accordance with the laws of the Commonwealth of Massachusetts, without reference to conflict 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 a Norfolk Entity institutes any action for the enforcement of the collection of this account, the Applicant and the undersigned agree 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.

Signature: _____ Title: _____ Date: _____

Signature: _____ Title: _____ Date: _____

GUARANTY

For and in consideration of Norfolk 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 Norfolk, 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 Norfolk 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 Norfolk 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 Norfolk, 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 (5) days of such change (otherwise, this continuing guaranty shall extend to the named Applicant, the Guarantors and any successor companies, jointly and severally).

WITNESS my/our hand(s) and seal(s) this _____ day of _____ 20____.

Signature **Individually** as Guarantor: _____ **Witness Signature:** _____

Please print name: _____
Social Security Number: _____ - _____ - _____
Date of Birth: ____ / ____ / ____
Residential Address: _____

Signature **Individually** as Guarantor: _____ **Witness Signature:** _____

Please print name: _____
Social Security Number: _____ - _____ - _____
Date of Birth: ____ / ____ / ____
Residential Address: _____

Signature **Individually** as Guarantor: _____ **Witness Signature:** _____

Please print name: _____
Social Security Number: _____ - _____ - _____
Date of Birth: ____ / ____ / ____
Residential Address: _____