



www.kamco.com

A GMS COMPANY

Brooklyn
80 21st Street
Brooklyn, NY 11232
Tel. 718-768-1234

Manhattan
506 West 21st Street
New York, NY 10011
Tel. 212-736-7350

Bronx
2401 Gleason Ave
Bronx, NY 10462
Tel. 718-435-1234

Long Island
301 Robbins Lane
Syosset, NY 11791
Tel. 516-935-8660

New Jersey
845 East 25th Street
Paterson, NJ 07513
Tel. 973-247-1234

CREDIT APPLICATION

Return to: Credit Department, Kamco Supply Corp., 80 21st Street, Brooklyn, NY 11232 Fax: 718-832-2321 Email: creditapp@kamco.com

APPLICANT: BUSINESS OR CORPORATE NAME			EIN#		STATE ORGANIZED, INCORPORATED	
BUSINESS STREET ADDRESS			BILLING STREET OR P.O. BOX			
CITY	STATE	ZIP	CITY	STATE	ZIP	
BUSINESS TELEPHONE NO.		YEAR BUSINESS ESTABLISHED	NUMBER EMPLOYEES	FAX NO.		
WE ARE ENGAGED IN THE BUSINESS OF		ESTIMATE OF MONTHLY PURCHASE FROM US		TYPE OF BUSINESS <input type="checkbox"/> LLC <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> SOLE PROPRIETOR <input type="checkbox"/> CORPORATION		
CONTRACTORS LICENSE NO.		CELL NO.		EMAIL ADDRESS		
FORMER BUSINESS (IF CURRENT BUSINESS IS LESS THAN 2 YRS OLD)		WEBSITE ADDRESS		SPOUSE'S NAME		
OWN or RENT (IF RENT, FROM WHOM?)		PURCHASING CONTACT		ACCOUNTS PAYABLE CONTACT		
REAL ESTATE MORTGAGE			YOUR ATTORNEY'S NAME, ADDRESS, TELEPHONE NUMBER			
OWNERS (IF APPLICANT IS SOLE PROPRIETORSHIP OR PARTNERSHIP) OR OFFICERS (IF A CORPORATION)						
NAME		DRIVER LICENSE NO.		TITLE	S.S. NO.	DATE OF BIRTH
HOME ADDRESS				HOME PHONE NO.		
NAME		DRIVER LICENSE NO.		TITLE	S.S. NO.	DATE OF BIRTH
HOME ADDRESS				HOME PHONE NO.		
NAME		DRIVER LICENSE NO.		TITLE	S.S. NO.	DATE OF BIRTH
HOME ADDRESS				HOME PHONE NO.		

FOR OFFICE USE ONLY

- APPROVED
 DISAPPROVED

AUTHORIZED BY

DATE

CREDIT LINE

CUSTOMER#

SALESMAN#

BANK REFERENCES

BANK NAME	ACCOUNT NO.	PHONE	FAX
ADDRESS	EMAIL ADDRESS	ZIP CODE	PERSON TO CONTACT
BANK NAME (CHECKING)	ACCOUNT NO.	PHONE	FAX
ADDRESS	EMAIL ADDRESS	ZIP CODE	PERSON TO CONTACT

BUSINESS REFERENCES / TRADE REFERENCES (SUBMIT 3 CURRENT SUPPLIER STATEMENTS WITH APPLICATION)

NAME	EMAIL ADDRESS	PHONE	FAX
ADDRESS		ZIP CODE	PERSON TO CONTACT
NAME	EMAIL ADDRESS	PHONE	FAX
ADDRESS		ZIP CODE	PERSON TO CONTACT
NAME	EMAIL ADDRESS	PHONE	FAX
ADDRESS		ZIP CODE	PERSON TO CONTACT
NAME	EMAIL ADDRESS	PHONE	FAX
ADDRESS		ZIP CODE	PERSON TO CONTACT

AUTHORIZATION

Buyer authorizes Seller now or at any time in the future, to obtain credit reports, bank references or any other information necessary to determine the creditworthiness of buyer.

No Electronic Signatures. Must be signed by the SIGNER on the bank account listed above.

COMPANY

PRINTED NAME

TITLE

EMAIL ADDRESS

SIGNATURE

PERSONAL GUARANTEE OF ACCOUNT

For valuable consideration, the receipt whereof is hereby acknowledged, and to induce EMPIRE CONSTRUCTION SUPPLY, INC. D/B/A KAMCO SUPPLY, or any of its subsidiaries, affiliations, branches or divisions, its successors and assigns, hereafter referred to as the "Seller", or "Kamco", at any time or from time to time, to make advances of loans or otherwise to give credit to THE APPLICANT SET FORTH ON PAGE 1, hereafter referred to as the "Buyer"; the undersigned individually and if plural, jointly and severally, hereby personally and unconditionally guarantee(s) the payment of any and all bills for merchandise to be sold by the Seller to the said Buyer.

This is a continuing guarantee and shall cover and apply to all transactions entered into by the Buyer prior to receipt by the Seller of a written notice of termination of this guarantee by any of the Undersigned, but no such termination shall affect any obligations of any of the undersigned pursuant to this guarantee existing at the time such notice is received by the Seller, and any termination by one of the undersigned shall not affect continuing obligations hereunder of such of the undersigned as do not give such notice of termination.

The undersigned expressly agrees that this guarantee shall not be affected by any extensions of time to make payment and/or the acceptance by the Seller of bills, checks and other instruments for payment of money and/or extensions or renewals thereof. Each of the undersigned hereby waives any and all suretyship defenses and defenses in the nature thereof and agrees that the Seller may deal with the Buyer in such manner as the Seller may determine and without in any way affecting the liability hereunder of any of the undersigned. In addition, if the Buyer is unable to pay for the merchandise sold to it by the Seller, the Seller may bring immediate suit on this guarantee against the guarantor or guarantors without exhausting its remedies against the Buyer and without first giving notice of the Buyer's failure to pay. In the event Seller resorts to a collection agency or attorney, Buyer and/or guarantor shall be responsible for legal fees equal to 33 1/3% of Seller's claim.

The Undersigned may at any time terminate this guarantee by giving 10 days notice in writing to the Seller by Registered Mail sent to the Seller's office whereupon liability of the undersigned shall terminate as to the deliveries made subsequent to the expiration of said 10 day period. It shall nevertheless continue in full force as to all deliveries made at any time prior to the expiration of said 10 day period.

It is further agreed that this guarantee shall continue notwithstanding any change in organization, corporate setup or partnership change unless the Seller receives notice of such change at least five (5) days prior to the delivery of any merchandise and that this guarantee shall be binding upon the heirs, personal representatives, estates, successors and assigns of each of the undersigned.

The undersigned shall be responsible individually as a guarantor or guarantors to the extent of any balances owed to the Seller. This guarantee is enforceable against the undersigned guarantors whether or not the signatures are witnessed. Signatures executing this agreement and transmitted to "Seller" via facsimile and/or email are binding on the guarantors.

The undersigned authorizes Seller, now or at any time in the future, to obtain credit reports, bank references or any other information necessary to determine the creditworthiness of the undersigned.

Signatures with title still bind the signer individually. This page is part of a 4 page credit application.

 Guarantor(s) (Signature) (No Title) (Date)

 Print Name

 Witness (Signature) or notary public

 Guarantor(s) (Signature) (No Title) (Date)

 Print Name

 Print Name

 Spouse (Date)

ACKNOWLEDGEMENT OF RECEIPT OF CONDITIONS OF SALE AND TERMS OF PAYMENT

DATED: _____

BUYER _____
(business name)

(address) (town) (zip code) (phone)

BUYER, in consideration of obtaining purchases on credit from SELLER, do hereby agree to the following terms and conditions:

1. Payments for goods, wares and merchandise shall be made on or before the tenth day of the month following the month of purchase.
2. A service charge of one and one half percent per month on the unpaid balance will be made on all past due accounts. Should this rate exceed the maximum rate that is lawful under the circumstances, that maximum rate shall apply.
3. In the event that this debt is turned over to an attorney or agency for collection, the buyer and the individual guarantors agree to pay attorney or agency fees equal to one third of the balance of principal and interest due and owing, plus all other costs and expenses of collections.
4. No modifications of this agreement will be binding upon Seller unless in writing and signed by it.
5. You are obligated to check materials delivered against our delivery receipt. If the delivery receipt fails to properly list the items and quantities you requested, you MUST call us within 48 hours to advise of any of the following:
 - a) quantity discrepancy
 - b) improper goods delivered
 - c) items listed but not delivered
 - d) damaged or defective merchandiseIn addition, You must ALSO notify us in writing within (5) days of any of the above problems.
6. Our responsibility for this merchandise is limited to the warranties of the manufacturers who produced it. Copies of these warranties are available upon request from the Manufacturer. WE OFFER NO WARRANTIES, EITHER EXPRESS OR IMPLIED. INCLUDING ANY RELEVANT TO ITS SUITABILITY FOR ANY PARTICULAR PURPOSE OR USE.
7. Merchandise made to customer's specifications, or of special manufacture, or ordered specially for the customer, is sold subject to the condition that such order is non-cancellable.
8. The annexed credit application and personal guarantee are executed for the purpose of obtaining credit. The undersigned hereby represents that to the best of their knowledge and belief, the statements contained herein are in all respects true, correct and complete.
9. A Charge of fifteen percent will be made for all materials returned. All returns must be in re-sellable condition, in the original packaging and/or wrapper condition as when delivery thereof was made by us to you, or for your account. No returns after 30 days. Full cartons only. No returns on special orders. No returns on gypsum products. All tool sales are final.
10. Customer agrees to have agent and facilities available to accept all deliveries of merchandise pursuant to orders placed with vendor, for shipment to customer's office, warehouse, jobsites, or any other designated location. Customer shall take full responsibility for freight, demurrage, hold-over, and similar charges arising out of, connected with, or relating to customer's failure to fulfill its obligations under the terms of this clause --- regardless of the origin of the shipment or the cosigner.
11. Customer agrees to defend, indemnify, release, and hold harmless Seller, its affiliates and their respective officers, agents, and employees, from and against all loss, cost, expense, judgment or damage, fees and expenses (including attorney's fees) arising out of this Agreement, or arising out of claims brought against manufacturer(s) whose products are sold by Seller.
12. The customer agrees to waive trial by jury in any action, proceeding, or counter claim brought by either party hereto, of any matter arising out of, or in any way connected with, or pertaining to, this sale or the installation, use, or other disposition of the merchandise sold herein, or any claim for injury or damages arising therefrom.
13. The exclusive jurisdiction for any claim or controversy arising out of or relating to this agreement shall be in the state and federal courts located in Kings County, Brooklyn, New York.
14. The rights of Seller are not limited to the above.
15. Signatures executing this agreement and transmitted to Seller via facsimile, email or other electronic means (including DocuSign) are binding.
16. By signing below, you agree that Seller may contact you by email, text message or other electronic means, including with respect to your account, orders, marketing or otherwise.
17. Purchases made by Buyer from Seller will also be subject to the terms and conditions of sale found at <https://www.gms.com/terms-conditions>.

By: _____
Signature Title Print Name