

Wit-Way Supply, Inc.

54 Allen St., P.O. Box 69
 Rochester, NH 03866-0069
 Phone (603) 332-5506 Fax (603) 332-5494
 E-Mail: admin@witwaysupply.com

For Internal Use:

Date Received _____ Date Completed _____
 Account _____
 Code Category Limit

Application for Credit

Please Print or Type

Date: _____

Type of Account: _____ Corporation/LLC _____ Individual/Sole Proprietorship/Partnership

Company Name/Trade Name: _____ Type of Business: _____

Billing Address: _____
 Street or P.O. Box City State ZipShipping/Physical Address (required): _____
 Street City State Zip

Date Established: _____ Date Incorporated: _____ State: _____

Social Security # or Federal ID#: _____ License #: _____ State: _____ Type: _____

Purchasing Contact: _____ Phone Number: _____

Accounts Payable Contact: _____ Phone Number: _____

Fax#: _____ E-Mail Address: _____

Should we send you order confirmations? No _____ Yes, by _____ Fax _____ Email _____

How should we send your Invoices? _____ Fax _____ Email _____ US Mail _____

Partners/Officers: Name/Title	Address	Social Security #
_____	_____	_____
_____	_____	_____
_____	_____	_____

Trade References*: Name	Address	Phone#
_____	_____	_____
_____	_____	_____
_____	_____	_____

*If you do not have at least (3) trade references, please provide with this application, a copy of your personal credit report. A free copy may be obtained at www.annualcreditreport.com

Bank Reference: Name of Bank	Contact Person	Account# & Type
_____	_____	_____
_____	_____	_____

Real Estate Owned: Business: Address	Description	Title Held by
_____	_____	_____
_____	_____	_____

Personal: Address	Description	Title Held by
_____	_____	_____
_____	_____	_____

Are you Subject to State Sales Tax: State: _____ Taxable? _____ Please attach a valid resale certificate if you/your business resides outside of New Hampshire and you are tax exempt.

Will you REQUIRE the use of Purchase Orders or Job Names for charges on your account? _____

How much credit do you anticipate you will require for this account? _____ (Dollars per Month)

Person(s) allowed to charge on this account (attach additional sheet if necessary): _____

Do you want to see pricing on your shipping papers? _____ Yes _____ No

Terms and Conditions of Sale

In consideration of being extended credit by Wit-Way Supply, Inc. (Witway), the undersigned understands and agrees that it/he/she/they will make payment to Witway on or before the 25th of the month following purchase. All invoices are due and payable on or before the 25th of the month following purchase. A late payment charge of 1-1/2% (18% annually) will be added to all past due accounts or balances over (30) thirty days old and all past due accounts are subject to immediate credit hold. In addition, the undersigned shall be responsible for and obligated to pay all Court costs, reasonable attorney's fees and other expenses incurred by Witway in the collection and liquidation of past due charges.

DELIVERY AND PURCHASES: Buyer authorizes purchases and deliveries to be made without signature. Buyer shall have an agent on the job site to receipt for all materials. In case of agent's absence, seller may, at its option deliver the same, and the driver's signature and statement in writing as to articles so delivered shall be conclusive evidence of delivery of said materials. All materials when delivered and receipted for shall become the sold responsibility of the buyer thereafter and all risks of loss shall be transferred to the buyer. Seller shall not be liable and shall have no responsibility in connection with goods or materials placed in or upon buyer's vehicle, even if seller loads or helps load materials in or upon buyer's vehicle. Buyer hereby waives any and all claims, demands, or rights in connection with losses or liabilities that may arise out of loading materials in or upon buyer's vehicle.

MATERIALS RETURNED: Unless due to seller's error, no materials are to be returned or credit allowed without seller's prior authorization. Authorized returns in good condition are credited at the invoiced price less 15% to cover handling and restocking expenses. Special order, non-stock merchandise may not be returned. All returns for credit must be accompanied by a purchase receipt.

GUARANTEES & WARRANTIES: Seller guarantees and warrants to buyer that all goods and materials sold hereunder are of good sound quality, fit for the purposes for which they are ordinarily used, and will pass without objection in the trade under the invoice description. There are no other warranties expressed or implied, which extend beyond those stated herein. All claims under this guarantee must be in writing and received by seller within one year from the date of delivery to the buyer in order to be valid. Remedies for breach of this express warranty are limited by the seller, at its sole option. To (i) replacing the material as supplied which has been found in breach of guarantee, or (ii) refunding the purchase price of said materials or goods upon their return to the seller. Seller shall not be liable for any consequential, indirect, or incidental damage or for any amounts that extend beyond that afforded by this guarantee.

REPRESENTATIONS: The Credit Applicant hereby warrants and represents that it/he/she/they has the authority to contract and enter into this agreement with Witway. The Credit Applicant understands that the information contained herein is being relied upon by Witway for the extension of credit and the Credit Applicant agrees to promptly supplement this information as and when the information contained in this application becomes outdated, incorrect, or in error. The Credit Applicant agrees to promptly notify Witway of any change of name or different business under which it/he/she/they wish to purchase goods and materials and to fill out a new credit application for any business entity or individual which is different than that set forth herein. If the Credit Applicant does not supplement the above information in writing or does not execute a new credit application for any different business or entity purchasing goods and materials, then the Applicant and all guarantors shall be estopped from arguing or asserting that they or the new business entity is not responsible for the goods and/or materials supplied and said assertions will be deemed waived.

Please read the above terms and conditions of sale and do not hesitate to ask us about any of them.

I/We do hereby state that the information stated in this application and agreement is true and correct.

Date: _____ Applicant: _____
Name of Business/Corporation

By: _____ Name/Title: _____
Signature of Individual/Partner/Corp. Officer Print Name/Title of Signatory

GUARANTY AGREEMENT

In consideration of the extension of credit granted by Wit-Way Supply, Inc., the undersigned does hereby unconditionally guaranty payment of whatever amount the Credit Applicant shall at any time be owing to on account of goods and materials hereafter delivered, furnished, or supplied. Whether said indebtedness is in the form of notes, bills, or open account. This shall be an open and continuing guaranty and shall continue in force notwithstanding any change in the form of such indebtedness, or renewals or extensions granted by the companies, without obtaining any consent thereto, and until expressly revoked by written notice from me to you and any such revocation shall not in any manner affect my liability as to any indebtedness contracted prior thereto. The undersigned guarantor further agrees to pay all expenses, including court costs and attorney's fees paid or incurred by Wit-Way Supply, Inc. in collection of any or all amounts owed them by the Credit Applicant or in enforcing this guaranty agreement. This guaranty shall be a continuing, absolute and unconditional guaranty and shall be enforceable by Wit-Way Supply, Inc. The liability of the undersigned Guarantor(s) shall be joint and several. Payment from the Guarantor of monies due and owing as a result of this guaranty agreement shall be due upon demand by Wit-Way Supply, Inc.

Guarantor (Signature) Social Security #

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