



Mail: Universal Supply Group, Inc.  
 Attn: Credit Department  
 275 Wagaraw Road  
 Hawthorne, NJ 07506

Fax: 973-427-6981  
 Phone: 973-427-3320

- New Applicant
- Update

**Applicant (Business Name or Name of Individual, if Sole Proprietor)**

Company Name \_\_\_\_\_

Billing Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Shipping Address (if different than above) \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_ Mobile/Pager \_\_\_\_\_

E-mail \_\_\_\_\_  Yes! Please send me special offers and updates via email.

Accounts Payable Contact \_\_\_\_\_ Accounts Payable Phone # \_\_\_\_\_

Are Purchase Orders Required? Y / N      Are job names required? Y / N

Special Billing Instructions \_\_\_\_\_

Type of Business \_\_\_\_\_

(Check one):  Proprietorship     Partnership     Corp.

LLC?      Y/N

Federal ID Number \_\_\_\_\_ Requested Credit Limit Amount \$ \_\_\_\_\_

Date Business Started \_\_\_\_\_ No. of Employees \_\_\_\_\_

Date of Incorporation \_\_\_\_\_ State of Incorporation \_\_\_\_\_

Insolvency: \_\_\_\_\_

List the year of any bankruptcy or insolvency by principal/officer or any affiliated corporation, LLC, partnership or business.

**Principals/Officers**

**Title                      Name                      City/State                      Social Security #                      Date of Birth                      Phone**

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Spouse: \_\_\_\_\_

**Licenses**

**Type of License Held                      State                      Name of Holder                      Number                      Expiration Date**

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**References                      REFERENCES MUST BE TRADE REFERENCES**

**Dun & Bradstreet (D&B) D-U-N-S number (if available):** \_\_\_\_\_

**Name                      City/State                      Phone                      Fax                      Account #**

Bank: \_\_\_\_\_

Supplier: \_\_\_\_\_

Supplier: \_\_\_\_\_

Supplier \_\_\_\_\_

**Rents**     **Owns**    **Mortgage Holder:** \_\_\_\_\_

**FOR INTERNAL USE ONLY**

Branch \_\_\_\_\_ Tax Exempt \_\_\_\_\_

Sales Person \_\_\_\_\_ Resale Cert. \_\_\_\_\_

**Terms**

**ENTIRE AGREEMENT:** This Agreement is between Colonial Commercial Corp. and its subsidiaries Universal Supply Group, Inc. ("Universal"), the RAL Supply Group, Inc. ("RAL"), American/Universal Supply, Inc. ("American") and S&A Supply, Inc. ("S&A"), (collectively referred to as the "Company"), extending credit ("Seller") and the Applicant named above or on page 1 ("Buyer"). These terms and conditions along with the terms and conditions on Seller's invoice and delivery ticket which are incorporated by reference (together referred to as "TERMS") represent the entire agreement between the parties. No other terms, including those on Applicant's Purchase Order, which are different may add to, modify, supersede or otherwise alter the TERMS without express written approval signed by an authorized representative of the Seller. All other terms are hereby rejected.

**PAYMENT:** Applicant agrees to pay for the products according to the TERMS. If Applicant fails to make any payment to Seller when due, the Applicant's entire account(s) with Seller shall become immediately due and payable; and Seller may repossess and remove any such product without notice or demand or may require Applicant to assemble the collateral and make it available to allow Seller to take possession. All past due amounts are subject to a service charge of 1.5% per month or, at Seller's option, up to the maximum rate permitted by law. If Applicant is in default for non-payment, then in addition to other remedies, Applicant agrees to reimburse Seller all costs of collections, including reasonable attorneys' fees. In jurisdictions where a stated rate is required, reasonable attorneys' fees will be 25%.

**SECURITY:** To secure payment and performance of all obligations, Applicant hereby grants Seller a Purchase Money Security Interest in all inventory, equipment, and goods distributed by Seller, whenever sold, consigned, leased, rented or delivered, directly or indirectly, to or for the benefit of Applicant by Seller, wherever located, now owned and hereafter acquired including but not limited to all plumbing, fixtures, tools, safety products, HVAC Products, accessories and supplies. The security interest extends to all repossessions and returns; and all proceeds from the sale, lease or rental; and all existing or subsequently arising accounts and accounts receivable, chattel paper, general intangibles, and supporting obligations which may from time to time hereafter come into existence during the term of this Security Agreement. Seller's security interest is explicitly limited to outstanding obligations between Seller and Applicant.

**CONDITION OF COLLATERAL:** Applicant will insure the Collateral against all expected risks. Applicant will not subject the Collateral to any adverse encumbrance or lien. Applicant authorizes Seller to file financing statements describing the collateral, and will assist Seller in taking the necessary action to perfect and protect Seller's security interest.

**WARRANTY:** The Applicant's sole and exclusive warranty, if any, is that provided by the Product's Manufacturer. **SELLER MAKES NO EXPRESSED OR IMPLIED WARRANTIES. SELLER HEREBY DISCLAIMS ALL EXPRESSED OR IMPLIED WARRANTIES, WHETHER IMPLIED BY OPERATION OF LAW OR OTHERWISE, INCLUDING WITHOUT LIMITATION ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. UNDER NO CIRCUMSTANCES, WILL SELLER BE LIABLE FOR INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND. SELLER'S LIABILITY, IF ANY, SHALL BE LIMITED TO THE NET SALES PRICE RECEIVED BY SELLER.**

**CERTIFICATION:** The Applicant certifies the following: (1) the information I provided is true and correct and has been submitted to obtain commercial credit; (2) I am authorized to execute applications and other documents required to establish commercial credit accounts on behalf of Applicant; (3) Seller is hereby authorized to investigate and verify any information provided and inquire of references or others as to credit worthiness; (4) Seller may answer questions from others about its credit experience with the Applicant; and (5) I have read, understood, and agreed to all of the TERMS, and agree to notify Seller, in writing via certified mail, of any material change in name, ownership, location or corporate status within five (5) days. If Buyer is a partnership or sole proprietorship, then I authorize Seller to obtain and use credit reports on the Buyer or its principals for the sole purpose of evaluating current or ongoing credit worthiness.

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**Authorized Representative (Signature)**      Authorized Representative (print name)      (Title)      (Date)

**Personal Guaranty**

For and in consideration of the Seller extending credit to the Applicant, the Guarantor hereby personally guarantees the payment of any obligation of the Applicant to the Seller. Therefore, Guarantor hereby agrees to pay the Seller on demand, without offset, any sum due to the Seller by the Applicant if and when Applicant fails to pay such amount. Guarantor further agrees to pay all costs of collection including reasonable attorney's fees. This Guaranty shall be a continuing and irrevocable guaranty and indemnity for indebtedness of the Applicant. The Guarantor hereby agrees to the extent permitted by law, to waive the Homestead exemption, notice of acceptance, notice of presentment, demand, non-payment, dishonor and protest. Furthermore, Guarantor consents to and waives notice of any modification, amendment or extension of the terms of the credit agreement hereby guaranteed. Guarantor hereby authorizes Seller to obtain and use Credit Reports from time to time on the Guarantor for the sole purpose of evaluating current and ongoing credit worthiness in connection with the extension of business credit as contemplated by this credit application. Guaranty not to exceed \$1,000,000.00 (one million dollars) and will remain in force for 10 (ten) years from date of last sale.

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Guarantor #1 (Signature)      Guarantor #1 (print name)      Date      Social Security #

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Guarantor #2 (Signature)      Guarantor #2 (print name)      Date      Social Security #