



Northeast Group Holdings LLC & Affiliates

CREDIT APPLICATION

COMMERCIAL TRANSACTION ACCOUNT (PARAGRAPH OF SEC. 52-278A OF CONN. GENERAL STATUTES) ALL INFORMATION MUST BE COMPLETED - A PERSONAL GUARANTEE IS REQUIRED

Account in the Name of _____ Date / /

Address _____

City _____ State _____ Zip _____ Phone () _____

Individual Corporation General Partnership Limited Liability Co. Non Profit/Government (Attach Tax Exempt Certificate)

Business Address _____ Business Phone () _____ Fax () _____ E-Mail _____

Type of Business _____ Years Established _____ Federal ID No. _____ Sales Tax Resale No. _____

INFORMATION ON OFFICERS FOR CORPORATION / PARTNERSHIP / LIMITED LIABILITY COMPANY

Table with 6 columns: TITLE, NAME, HOME ADDRESS, SOCIAL SECURITY NO., HOME PHONE, CELL. Rows include President, Sec'y / Treas., General Partner / LLC Members, LLC Members.

INFORMATION ABOUT COMPANY OWNER, PERSONAL GUARANTOR OR INDIVIDUAL BUYER

Do you own your own home? Yes No How long? _____ Title in Name of _____ Mortgage Bank _____ Amount \$ _____

Home Phone () _____ Cell Phone () _____ Fax () _____ E-Mail _____

Employer _____ Your Position _____

Business Address _____ Business Phone () _____

Spouse's Name _____ Spouse's Name _____

Applicant's Soc. Sec. No. - - Spouse's Soc. Sec. No. - -

ALL APPLICANTS MUST COMPLETE THIS SECTION

TYPE OF WORK New Construction Remodel Addition Credit Limit Requested \$ _____

Address of Initial Delivery _____ Property in Name of _____

Construction Mortgage \$ _____ Held by _____

Land Mortgage \$ _____ Held by _____

COMMERCIAL TRADE REFERENCES - PROVIDE THREE (3)

Name _____ Address _____ Phone () _____

Name _____ Address _____ Phone () _____

Name _____ Address _____ Phone () _____

Bank Name _____ Bank Address _____

Phone () _____ Checking Account No. _____ Savings Account No. _____

Applicant's Attorney _____ Address _____

TO ASSIST IN CREDIT APPLICATION APPROVAL, PLEASE NOTE THE FOLLOWING:

1.) THE BACKSIDE OF THIS APPLICATION MUST BE SIGNED AND DATED BY BOTH 1.) THE INDIVIDUAL GUARANTOR. AND 2.) A CORPORATE OFFICER, GENERAL PARTNER(S), LLC MANAGER/MEMBERS OR SOLE PROPRIETOR.

2.) THIS ORIGINAL APPLICATION MUST BE SENT TO: NORTHEAST GROUP HOLDINGS LLC & AFFILIATES, 1452 BARNUM AVENUE, BRIDGEPORT, CT 06610-ATN: CREDIT MANAGER.

USE ONLY BLUE INK TO COMPLETE CREDIT APPLICATION

GENERAL TERMS AND CONDITIONS

- A. In consideration of Northeast Group Holdings LLC & its Affiliates and assigns (hereinafter referred to as the "Seller") extending credit to the Buyer or any member of the business entity, I or we (hereinafter referred to as the "Buyer") agree to the following terms and conditions of sale as they appear on this credit Application and Terms of Sales on Invoices.
 - 1. All purchases made during the statement period will be paid for within 30 days from statement date. Purchases paid within such time shall not incur a FINANCE CHARGE. Payments will be applied first to unpaid finance charges (if any) and then to the earliest outstanding purchase balance. If all outstanding balances are paid in full, the following discount will be allowed: 2% if payment is received on or before the 15th day of the month following the statement date. No discount given if paid with debit or credit cards. Only Visa & MasterCard accepted.
 - 2. If payment is not made in accordance with the terms specified above, the Buyer will be deemed to be in default, and agrees to pay finance charges computed at the rate of 1 1/2% per month on outstanding balances remaining unpaid 30 days after the prior statement date for the month in which purchase was made.(ANNUAL PERCENTAGE RATE 18%). At the discretion of the Seller: Unpaid balances 31-60 days and over revolving charge privileges will be suspended. MECHANICS LIEN RIGHTS WILL NOT BE PERMITTED TO EXPIRE.
 - 3. If legal action by the Seller becomes necessary to enforce payment, the Buyer will be responsible for all reasonable costs and expenses of collection, including attorney fees and court costs, provided that the Buyer's liability hereunder shall not be in excess of charges limited by law.
 - 4. No rights against the Buyer are waived if the Seller fails to exercise its rights against the Buyer.
 - 5. The Seller or its agent is authorized to investigate all credit references provided and to obtain and investigate other data pertaining to the Buyer's financial responsibility and establishing a credit limit. It is understood that credit limits are established at the Sole discretion of the Seller and can be increased or decreased without written notice. Buyer is required to keep account balance within the established credit limits, balances exceeding the credit limit are subject to revolving charge privileges suspended until payment is received and bring the balance within the credit limit.
- B. In consideration of the Seller agreeing to supply and sell to the Buyer goods, service, materials and supplies, the Guarantor whose signature(s) appears on the line designated "Personal Guarantor" (hereinafter referred to as the "Guarantor") hereby guarantees the full and punctual payment of all indebtedness which the Buyer has incurred or may incur in the supply and sale of said material including any indebtedness from increased credit limit or in excess of the credit limit approved and further agrees to the following terms:
 - 1. It is understood that this guaranty shall be absolute and continuing and an unlimited guaranty of payment and a primary and unconditional obligation intending to cover all existing and future indebtedness of the Buyer to the Seller including but not limited to payment of interest and attorney's fees and costs due upon default as provided above and including and indebtedness in excess of the credit limit approved and or extended.
 - 2. The Guarantor waives notice of acceptance of the guaranty, **THE RIGHT OF TRIAL BY JURY IN ANY ACTION HEREUNDER**, notice of any default by the Buyer and requirement that the Seller take any action against the Buyer as a condition of the Seller's exercise of its rights against the Guarantor, and further, without affecting any liability hereunder in any respect, consent to and waive notice of all changes of terms, withdrawal or extension of credit or time to pay, the extension of credit in excess of the "Credit Limited Requested" as shown on the other side of this document, the release of the whole or any part of the indebtedness, the settlement or compromise of differences, the acceptance or release of security, the acceptance of notes or any other form of obligation for the Buyer's indebtedness, and the demand, protest and notice of protest of such instruments or their endorsements. The Guarantor further consents to and waives notice of any arrangements or settlements made in or out of court, in the event of receivership, liquidation, readjustment, bankruptcy, reorganization, arrangement, or assignment for the benefit or creditors of the Buyer, and anything whatsoever, whether or not herein specified, which may be done or waived by or between the Seller and the Buyer.
 - 3. The Guarantor further agrees that all liabilities of the Buyer and Guarantor shall, in addition to any other provision herein, mature immediately upon the insolvency of the Buyer, the commission of an act of bankruptcy by the Buyer, the appointment of a receiver for the Buyer or any of the Buyer's property, the filing of voluntary or involuntary petition in bankruptcy, reorganization, or arrangement, the making of an assignment for the benefit of creditors, or the calling of a meeting of creditors by the Buyer.
 - 4. If this credit application is signed by more than one personal guarantor, the liability of each guarantor shall be separate and independent from the liability of the others and the Seller may enforce such liability in full against one of the Guarantor or against all of the Guarantors, subject only to the limitation that the Seller shall not collect more than the total amount herein guaranteed.
- C. Liability for future supply and sale of merchandise under this agreement or liability under the above guarantee may be terminated at any time by the Buyer or Guarantor, respectively, by written notice to the Seller to that effect by registered mail, return receipt requested, at Seller's address. However, such termination shall not affect any obligations existing at the time such notice is received by Seller, and Buyer and Guarantor agree to remain liable therefor.
- D. **THE BUYER AND ANY GUARANTOR AGREES THAT THIS CREDIT APPLICATION IS A "COMMERCIAL TRANSACTION" AS DEFINED IN PARAGRAPH A OF SECT. 52-278A OF CONN. GENERAL STATUTES. THE BUYER AND ANY GUARANTOR THEREFORE EXPRESSLY WAIVES ALL RIGHTS TO ANY NOTICE OF AN APPLICATION AND ANY APPLICATION FOR A PREJUDGMENT REMEDY IN THE NATURE OF AN ATTACHMENT, GARNISHMENT OR OTHERWISE, AND ANY HEARING THEREON, AND SPECIFICALLY AGREES THAT THE ATTORNEY FOR THE SELLER MAY ISSUE A WRIT FOR APREJUDGME T REMEDY AND THE SELLER SHALL HAVE THE RIGHT TO ATTACH THE PROPERTY OF THE BUYER AND ANY GUARANTOR AND GARNISHEE THE DEBTORS OF THE BUYER AND A GUARANTOR WITHOUT SECURING A COURT ORDER THEREFOR IN ANY ACTION BROUGHT BY THE SELLER IN CONNECTION WITH THIS COMMERCIAL TRANSACTION.**
- E. All terms and covenants herein contained, shall bind the parties, including the Guarantor whose obligations shall not be revoked by death, and shall further bind and inure to the heirs, executors, administrators, successors, and/or assigns of the respective parties.
- F. Buyer and any Guarantor represent that all information supplied on the credit application is true and accurate and that Seller shall be entitled to rely upon such information entering into this agreement and in the making of any future advances of merchandise or credit. Buyer and any Guarantor agree that the reliance by Seller upon the information supplied on this credit application shall be deemed reasonable without the necessity of performing any independent inquiry or examination. Buyer and any Guarantor agree to notify Seller promptly of any material change in their financial condition or material change affecting any information contained in this credit application. If not, Buyer is responsible for all charges incurred and continues to be binding to said agreement.
- G. Authorized Purchasers: Buyer will be held responsible for all charges made by, but not limited to authorized individuals unless Seller receives written notification of lack of authority of said authorized individual at least 7 days prior to such charges.
- H. STATE OF JURISDICTION: This sale shall be deemed to have been made in, and shall be construed in accordance with the laws of the State Of Connecticut. The Buyer, if not a resident of Connecticut at the time of execution of this application for credit, or thereafter becomes a resident of another state, hereby agrees to submit, without objection, to jurisdiction of the courts of the State of Connecticut.
- I. The Buyer and Guarantors agree to conduct this and future transactions by electronic means and hereby signifies the agreement to do so by the signing of this Credit Application. Electronic Transactions are equivalent to originals, including signatures.

Notice to Buyer and Guarantor: Do not sign this application before you read it. You may at any time pay your total indebtedness under this agreement. Price subject to change without notice. The undersigned, by his signature below, warrants the above information to be true, and has read and agrees to the general terms and conditions set forth above AND ON THE REVERSE SIDE HEREOF. Each of the undersigned shall be deemed to be the customer of the Seller.

Print Buyer's Name: _____	Authorized Signer _____	Signature & Title _____	Date _____
Print Personal Guarantor Name _____	Signature _____	Signature _____	Date _____
Print 2nd Personal Guarantor Name _____	Signature _____	Signature _____	Date _____

DO NOT WRITE IN THIS SECTION

Salesman _____ Application approved by _____ Date _____ Credit Limit _____