

Date: _____
 Salesman: _____
 New Applicant Update



MAYER MALBIN COMPANY, INCORPORATED
 41-01 36th AVENUE • LONG ISLAND CITY • NY • 11101
 (718) 937-5100 • FAX (718) 937-3095
 WWW.MAYERMALBIN.COM • EMAIL: OFFICE@MAYERMALBIN.COM

Credit Application & Personal Guarantee

(Fax to (718) 937-3095 or e-mail to office@mayermalbin.com)

APPLICANT

Account Name: _____ Phone: _____
 Street Address: _____ Fax: _____
 City: _____ State: _____ Zip: _____ Mobile: _____
 Check One: Sole Proprietorship Partnership Corporation Other _____
 Year Established: _____ Type of Business: _____
 Is Applicant Tax Exempt? Yes No Exemption # _____ State _____ (If Yes, attach certificate)
 Credit Line Requested: _____ Website: _____
 Email: _____ Permission to send special offers and updates via e-mail: Yes No

OWNERS, PARTNERS OR CORPORATE OFFICERS

Title(s)	Name	Home Address	Social Security #	Phone	E-mail
					<input type="checkbox"/> Ok to send offers & updates via e-mail
					<input type="checkbox"/> Ok to send offers & updates via e-mail
					<input type="checkbox"/> Ok to send offers & updates via e-mail

TRADE REFERENCES

	Company	Address	Phone	Fax	Account #	Contact
1.						
2.						
3.						

BANK REFERENCES

	Bank Name	Address	Phone	Fax	Account #	Contact
1.						
2.						

Applicant Name (required): _____

TERMS

ENTIRE AGREEMENT: This Agreement is between Mayer Malbin Company, Incorporated (“Seller”) and the applicant named above or on page 1 (“Applicant”). These terms and conditions along with the terms and conditions on Seller’s invoices and delivery tickets, 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 Orders—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: Mayer Malbin Company, Incorporated payment terms are Net 30 days. This means that payment is due by the 30th day following receipt of invoice. Mayer Malbin reserves the right to charge interest at a rate of 1½% per month (18% per annum) on all invoices that are past due. Mayer Malbin also reserves the right to charge Applicant for the cost of collection of any past due invoices, including thirty percent (30%) attorney fee. The undersigned agrees for the Applicant to pay invoices in accordance with these payment terms.

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 AND FITNESS 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 creditworthiness; (4) Seller may answer questions from others about its credit experience with the Applicant; and (5) I have read, understood, and agreed to all 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.

_____	_____	_____	_____
Authorized Representative (Signature)	Authorized Representative (Printed)	Title	Date

PERSONAL GUARANTEE

For and in consideration of the Seller extending credit to the Applicant and with the understanding that without this Guarantee Seller would not extend such credit, the undersigned 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 collecting including 30% attorney’s fees. This Guarantee shall be a continuing and irrevocable guarantee for indebtedness of the Applicant. Furthermore, Guarantor consents to and waives notice of any modification, amendment or extension of the credit agreement hereby guaranteed.

_____	_____	_____	_____
Guarantor #1 (Signature)	Guarantor #1 (Printed)	Date	Social Security #
_____	_____	_____	_____
Guarantor #2 (Signature)	Guarantor #2 (Printed)	Date	Social Security #