

# Paramus Building Supply Co., Inc.

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## CREDIT APPLICATION

### FOR BUSINESS ACCOUNT:

Legal Name of Corporation, Partnership, or Proprietorship

Name \_\_\_\_\_ Date \_\_\_\_\_  
Address \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Tel # \_\_\_\_\_ Fax # \_\_\_\_\_ Cell # \_\_\_\_\_  
E-Mail \_\_\_\_\_ Fed Tax ID # \_\_\_\_\_  
Billing Contact \_\_\_\_\_ Year Est. \_\_\_\_\_ Bus. Designation (i.e. Inc/LLC) \_\_\_\_\_  
Bank Name, Address, Phone & Contact \_\_\_\_\_  
Checking Account # \_\_\_\_\_ Savings Account # \_\_\_\_\_

Principals of the Business

Name \_\_\_\_\_ Title \_\_\_\_\_  
Residence Address \_\_\_\_\_ City/State/Zip \_\_\_\_\_  
Residence Phone \_\_\_\_\_ Social Security # \_\_\_\_\_  
  
Name \_\_\_\_\_ Title \_\_\_\_\_  
Residence Address \_\_\_\_\_ City/State/Zip \_\_\_\_\_  
Residence Phone \_\_\_\_\_ Social Security # \_\_\_\_\_

\*\* Please attach list if more than 2 principals

### FOR PERSONAL ACCOUNT:

Name of Individual \_\_\_\_\_ Date \_\_\_\_\_  
Address \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Tel # \_\_\_\_\_ Fax # \_\_\_\_\_ Cell # \_\_\_\_\_  
E-Mail \_\_\_\_\_ Desired Line of Credit \_\_\_\_\_

### CREDIT VERIFICATION (For Business & Personal Accounts)

I give my permission to PARAMUS BUILDING SUPPLY CO., INC. AND ITS SUBSIDIARIES & AFFILIATES, Which may include major credit bureaus, to verify all given information. I also understand that any false information concerning names, addresses, and Corporation connections could be construed as a fraudulent statement.

Signature of Applicant \_\_\_\_\_ Title \_\_\_\_\_

### TRADE REFERENCES

1. \_\_\_\_\_ Address: \_\_\_\_\_ Phone #: \_\_\_\_\_ Fax #: \_\_\_\_\_  
2. \_\_\_\_\_ Address: \_\_\_\_\_ Phone #: \_\_\_\_\_ Fax #: \_\_\_\_\_  
3. \_\_\_\_\_ Address: \_\_\_\_\_ Phone #: \_\_\_\_\_ Fax #: \_\_\_\_\_

## **TERMS OF SALE**

30 DAYS NET: IMPORTANT: FINANCE CHARGE is computed by a "periodic rate" of 1-1/2% per month of the net amount outstanding as of the 30<sup>th</sup> of each succeeding month, which is an ANNUAL PERCENTAGE RATE of 18%. These FINANCE CHARGES are applied to previous balances after deducting current payments and/or credits. All balances referred for collection will be subject to costs of collection and attorney's fees of 25% of the balance due. Any account sixty (60) days past due will be suspended and future purchases subject to credit review. Any material returned for credit will be subject to a handling charge.

Date: \_\_\_\_\_ By: \_\_\_\_\_  
Signature Printed Name

Date: \_\_\_\_\_ By: \_\_\_\_\_  
Signature Printed Name

## **PERSONAL GUARANTEE**

In consideration of Paramus Building Supply Co., Inc. extending credit to customer, we individually, jointly and severally do hereby personally and unconditionally guarantee to Paramus Building Supply Co., Inc. the payment of indebtedness of the Customer, including any and all costs of collection, including collection agency fees and reasonable attorney's fees of 25% of the unpaid balance. The undersigned waives notice of acceptance of this guarantee by Paramus Building Supply Co., Inc. and notice of default or of non-payment on any of the liabilities. The use of any titles shall in no way be deemed to limit the personal guarantee. Any charge in ownership interest or relationship of Guarantor to Customer shall not relieve Guarantor of obligations under this personal guarantee. This Guarantee shall be a continuing guarantee and shall remain in effect subject to discontinuance as to any of the undersigned only upon actual receipt by Paramus Building Supply Co., Inc. of 30 days written notice from undersigned, provided no such notice of discontinuance shall impair or effect any of the agreements or obligations incurred with respect to any and all liabilities existing prior to the time of such actual receipt by Paramus Building Supply Co., Inc. of such discontinuous notice. Guarantor agrees by signing this Guarantee Agreement to authorize Paramus Building Supply Co., Inc. and its agents to investigate his business and personal credit history.

Date: \_\_\_\_\_ By: \_\_\_\_\_  
Signature Printed Name

Date: \_\_\_\_\_ By: \_\_\_\_\_  
Signature Printed Name

## **Acceptance of Sales Tax Exemption Certificates by Paramus Building Supply Co., Inc.**

- The customer issuing the Sales Tax Exemption Certificate must fill it out completely, providing their New Jersey tax Registration number on the proper form, the name and address of the vendor, the merchandise or service being purchased, and any other information specified on the form.
- Federal, State, County, and local government organizations are presumed exempt and do not have to submit tax exempt certificates. However, we would like to have an ST-5 form, if possible.
- Paramus Building Supply Co., Inc. will accept in good faith properly executed ST-3, ST-3NR, ST-5, and ST-7 Tax Exemptions Certificates. We will not accept ST-8 sales tax certificates under any circumstances. ST-8 exemptions are for labor only in capital improvements. All building materials are taxable for capital improvement.
- Paramus Building Supply Co., Inc. cannot sell merchandise without adding sales tax until the properly executed exempt form is on file in our office(s). Until we have the properly executed exempt form, customers will be charged sales tax. Once we receive the exemption form and determine that it is complete, we will refund any sales tax due to the customer.
- If a contractor is working for a tax exempt organization, he or she should obtain a ST-13 from that organization and submit it to Paramus Building Supply Co., Inc. A separate job account will be created for that exempt organization under the contractor's account number. Only materials actually going to that job are tax exempt and sales tax will be charged until the properly executed tax form is on file in our offices(s). (Tools are not tax exempt on these jobs and cannot be charged to these accounts).
- Paramus Building Supply Co., Inc. is also registered with the State of New York, and has to collect sales tax at the appropriate rate (based on which County in the State of New York) to where we deliver the materials and supplies.



# Paramus Building Supply Co., Inc.

## LINE OF CREDIT AGREEMENT (For Business and Personal Accounts)

In this agreement the words "you" and "your" mean the customer(s) who sign below, "we", "us", and "our" means PARAMUS BUILDING SUPPLY CO., INC. AND ITS SUBSIDIARIES AND AFFILIATES.

**AGREEMENT.** This Line of Credit Agreement covers your purchases from us and your line of credit for those purchases. When we agree to allow you to purchase goods under this line of credit, we are relying upon the information you have given us in your credit Application. You guarantee that this information is true and correct and that any future information you give us will also be true and correct. We may, upon request, require updated information. You agree to provide us this information upon request. The establishment of a line of credit is only a guideline and you agree to pay for any and all purchases within or in excess of your established line of credit. We can in no way be held liable for allowing purchases to exceed the established or requested line of credit.

You understand that a signed delivery slip is required for each shipment from PARAMUS BUILDING SUPPLY CO., INC. and that such signed delivery slip shall serve as a contract between PARAMUS BUILDING SUPPLY CO., INC. and yourself. If, at the time of delivery, either you or your duly authorized representative is available to sign the delivery slip, then as a convenience to you, you hereby authorize and direct PARAMUS BUILDING SUPPLY CO., INC. to sign the delivery slip on your behalf and you agree to pay for goods so shipped upon receipt of PARAMUS BUILDING SUPPLY CO., INC. invoice.

**YOUR CREDIT.** You agree to fill out a Credit Application upon our request as a condition of doing business with us. You also authorize us to contact Consumer credit reporting agencies, all bank, credit and trade references to verify your credit standing and authorize them to release said information to us.

**CANCELLATION AND AMENDMENT.** We have the right to cancel this Agreement at any time or to amend its terms, by notifying you in writing. Your obligation however, to repay amounts you already owe under this agreement, will continue until paid in full.

**NORMAL COURSE OF BUSINESS.** Upon receipt of a telephone call, letter, or fax from you specifying the quantity and type of goods needed on a specific date, we will set up a date and time for delivery. You will still be responsible to pay for goods ordered in the NORMAL COURSE OF BUSINESS. You must pay for all goods ordered by you, unless you provide timely written notice that such goods are rejected, as indicated herein below. You understand that specially manufactured goods cannot be delivered as quickly as goods that are in stock and that specially manufactured goods cannot be returned.

**INSPECTION OF GOODS.** You shall inspect the goods at the time and place of delivery. Your failure to give written notice of any claims to us at our principle place of business within forty-eight(48) hours from date of delivery shall constitute an unqualified acceptance of the goods and a waiver by you of all claims with respect of the goods. Any and all claims must also be made before the goods have been sold, used, or installed by you.

**BILLING, STATEMENTS AND INTEREST.** Each month we will mail you a statement. This statement will show all of your purchases made under this line of credit, all payments by you, and any interest charged by us to this line of credit. Full payment of the entire balance of your line of credit must be made on or before the 28<sup>th</sup> of the month. If you do not pay by the entire balance by or on the 28<sup>th</sup> of the month, we will add interest to the past due amount of your purchases at the rate of 1.5% per month (18% per year).

**ENTIRE BALANCES DUE.** If you miss a payment under this or any other obligation you owe us, or if you violate any of the terms of this Agreement, we can declare the entire balance of this line of credit due and payable immediately with or without notice or demand to you. We can also do this if something happens that we feel will seriously affect your ability to repay what you owe us.

**YOUR REMEDIES.** We shall not be responsible to you for incidental or consequential damages, including but not limited to delay damages. Our liability under this Agreement, provided you give us written notice as provided herein, is limited to either (i) replacement or repair of defective goods, which shall be returned at your sole expense to our principle place of business; or (ii) at our option, refund of the purchase price of the defective goods without further responsibility of us. You waive any claims it has under the Consumer fraud Act. You also waive any and all defenses based on the failure of an authorized representative to sign our invoice or delivery slip.

**OUR REMEDIES.** We reserve the right to cancel this Agreement, file a bond and/or mechanic's lien, lien on account of public improvement, construction lien or notice of unpaid balance and right to file lien and/or proceed for the collection of the amount unpaid on deliveries previously made (i) if you fail to pay for any delivery when due; (ii) in the event of your insolvency or bankruptcy; (iii) if we deem that the prospect of payment is impaired; (iv) your credit is unacceptable. Further, our remedies hereunder are cumulative and therefore, we have no obligation to exhaust our remedies against you before exercising our rights in connection with any and all personal guarantees of your representatives. Also, we may proceed against you and your representatives simultaneously or consecutively (in any order) in connection with any disputes relating to this Agreement.

**EXCUSE OF DELAY OR FAILURE TO PERFORM.** We shall be excused for any delay or failure to perform due to fire, act of God or similar catastrophe, strike or labor trouble affecting us or our suppliers, or other causes beyond our control. We shall not be required to cross picket lines or execute labor agreements.

**LEGAL DISPUTES.** The law of the State of New Jersey shall govern this Agreement. You agree that all legal and equitable disputes shall be resolved in the Superior Court of New Jersey, Bergen County vicinage. You also waive any defense based on in personal jurisdiction and waive the right to a jury trial.

**DELEGATION OF AUTHORITY.** You authorize us to sell goods to your designated agent(s) and principal(s) and agree that their purchase shall be your obligation under this Agreement.

Date _____	By: _____	_____
	Signature of Customer	Printed Name
_____	By: _____	_____
Company or Individual Name	Signature of Customer	Printed Name

Digital copies of this application are acceptable to begin processing, but an original signed document must be mailed to our office. Please complete all requested information to avoid delays in processing your application.